



# County of Los Angeles **CHIEF EXECUTIVE OFFICE**

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**WILLIAM T FUJIOKA**  
Chief Executive Officer

March 4, 2008

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC SOCIAL SERVICES: RECOMMENDATION TO AWARD  
EIGHT REFUGEE EMPLOYMENT PROGRAM SERVICES CONTRACTS  
(ALL DISTRICTS - 3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Delegate authority to the Director of the Department of Public Social Services (DPSS) to prepare and execute contracts with the six agencies listed in Attachment A, substantially similar to the attached sample contract (Attachment B), to provide Refugee Employment Program (REP) services for the eight REP service areas throughout the County of Los Angeles. Attachment A provides the estimated cost for each of the eight contracts. The contracts will be effective April 7, 2008 or upon the DPSS Director's approval, whichever is later, for a period of three years. The estimated cost of \$11,486,877 for the three-year term is funded through Refugee Social Services (RSS) and Targeted Assistance (TA) grants. There is no net County cost associated with this program as it is fully funded by Federal grants.
2. Delegate authority to the Director of DPSS to prepare and sign amendments to the contracts to decrease or increase the monthly firm-fixed fee per participant by no more than ten percent when the change is necessitated by additional and necessary services. The approval of County Counsel and the Chief Executive Office (CEO) will be obtained prior to executing such amendments.

Board of Supervisors  
**GLORIA MOLINA**  
First District

**YVONNE B. BURKE**  
Second District

**ZEV YAROSLAVSKY**  
Third District

**DON KNABE**  
Fourth District

**MICHAEL D. ANTONOVICH**  
Fifth District

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The recommended action will allow DPSS to continue vital REP services to the County's refugee population. The Refugee Act of 1980 created the Federal Refugee Resettlement Program (FRRP) to provide for the effective resettlement of refugees and to assist them to achieve economic self-sufficiency after arrival in the United States. Though the REP has been in existence for more than 20 years, there has been relatively no change to the program in Los Angeles County since its inception. Thus, the program has not evolved to effectively meet the needs of the current refugee population. Therefore, the REP was redesigned to address the needs of CalWORKs and non-CalWORKs eligible refugees in a holistic manner.

The redesigned REP services identify, determine and deliver assistance to individuals and families to ensure their needs are met in relation to obtaining and retaining employment while becoming acclimated to their new environment. REP services include acculturation, employment, educational and other non-traditional specialized services. It also includes more defined performance measures in response to the Temporary Assistance for Needy Families (TANF) reauthorization and a reconfiguration of the service areas to allow for more accessibility by participants.

On December 11, 2007, your Board approved the extension of the current contracts for six months on a month-to-month basis, effective January 1, 2008 through June 30, 2008 or until new contracts are in place, whichever is sooner.

There will be a 30-day transition period (i.e., transfer of existing REP cases from previous contractors to new contractors) after the Board approves delegated authority. The target effective date for new services is April 7, 2008.

### **Implementation of Strategic Plan Goals**

The recommended action is consistent with the principles of the Countywide Strategic Plan Goal #1: Service Excellence, to provide the public with easy access to quality information and services that are both beneficial and responsive; Goal #3: Organizational Effectiveness, to ensure that service delivery systems are efficient, effective and goal-oriented; and Goal #5: Children and Families' Well-Being, to improve the well-being of children and families in Los Angeles County as measured by the achievements in the five outcome areas adopted by the Board: good health; economic well-being; safety and survival; social and emotional well-being; and educational/workforce readiness.

### **FISCAL IMPACT/FINANCING**

The REP is funded through RSS/TA grants allocated to the County by the Federal Office of Refugee Resettlement (ORR), through the State Refugee Programs Bureau. The total estimated cost of the eight REP contracts for the three-year term is \$11,486,877, and the estimated annual cost is \$3,828,959. The costs are contingent upon the actual allocations received from ORR.

The estimated cost of \$957,240 for the eight contracts for FY 2007-08 is included in the current year's Adopted Budget. There is no net County cost associated with this Program as it is fully funded by Federal grants. Funding for future years will be included in the Department's annual budget requests.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The contracts are for three years with a monthly firm-fixed fee per participant. The contracts do not include a Cost of Living Adjustment provision.

All eight contracts require the development and utilization of resources, training and logistical support, which are not routinely performed by County staff. Therefore, they are non-Prop A contracts.

The contracts will not result in the unauthorized disclosure of confidential information and will be in full compliance with Federal, State and County regulations.

The contracts include performance outcome measures that will measure the contractor's performance in the areas of employment, work participation, and sanctions.

County Counsel and the CEO have reviewed this Board letter and the sample contract has been approved as to form by County Counsel.

### **CONTRACTING PROCESS**

Consistent with California Department of Social Services (CDSS) regulations on Purchase of Services (Manual of Policies and Procedures Chapter 23-600) and the Los Angeles County Code Section 2.121, DPSS released a Request for Proposals (RFP) on February 7, 2007, seeking proposals to provide REP services in eight REP service areas throughout the County of Los Angeles. DPSS mailed interest letters to 121 organizations and individuals on the DPSS bidders' list. A notice of the RFP was published in 13 local and regional newspapers of general circulation. The RFP was posted on the County and DPSS websites.

Honorable Board of Supervisors  
March 4, 2008  
Page 4

Proposers were required to submit a proposal for each REP service area they proposed to serve. DPSS received 30 proposals from seven different agencies collectively. Five of these agencies are current County contractors providing services to refugees.

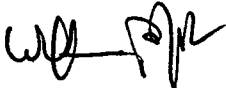
### **IMPACT ON CURRENT SERVICES**

The recommended action will not infringe on the role of the County in relationship to its residents and the County's ability to respond to an emergency will not be impaired. There is no change in risk exposure to the County.

### **CONCLUSION**

The Executive Officer, Board of Supervisors, is requested to return one adopted, stamped Board letter to the Director of DPSS.

Respectfully submitted,



WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:SRH:MS  
GP:JB:cvb

Attachments (2)

c: County Counsel  
Department of Public Social Services

DPSS REFUGEE EMPLOYMENT PROGRAM

**REFUGEE EMPLOYMENT PROGRAM SERVICES CONTRACT AWARDS BY AGENCY**

<b>Agency</b>	<b>REP Service Area</b>	<b>Estimated Total FY 2007-08 Cost</b>	<b>Estimated Total Annual Cost</b>	<b>Estimated Three-Year Contract Max.</b>
International Institute of Los Angeles	I	\$120,807	\$483,228	\$1,449,684
International Institute of Los Angeles	II	\$120,807	\$483,228	\$1,449,684
Armenian Relief Society of Western USA	III	\$121,206	\$484,824	\$1,454,472
Jewish Vocational Services	IV	\$142,500	\$570,000	\$1,710,000
Armenian Relief Society of Western USA	V	\$119,067	\$476,268	\$1,428,804
Catholic Charities of Los Angeles	VI	\$135,106	\$540,425	\$1,621,275
Community Enhancement Services	VII	\$90,447	\$361,788	\$1,085,364
Armenian Evangelical Social Service Center	VIII	\$107,300	\$429,198	\$1,287,594
<b>Estimated Total Cost:</b>		<b>\$957,240</b>	<b>\$3,828,959</b>	<b>\$11,486,877</b>



# **DEPARTMENT OF PUBLIC SOCIAL SERVICES**



**CONTRACT  
BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

---

**FOR  
REFUGEE EMPLOYMENT PROGRAM SERVICES**

**Prepared By  
Department of Public Social Services  
Contract Management Division  
12900 Crossroads Parkway South  
City of Industry, CA 91746-3411**

**April 2008**

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**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND**

**FOR  
REFUGEE EMPLOYMENT PROGRAM SERVICES**

This Contract, its Exhibits, and Attachments are made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008 by and between the County of Los Angeles, hereinafter referred to as COUNTY and \_\_\_\_\_, hereinafter referred to as CONTRACTOR. \_\_\_\_\_ is located at \_\_\_\_\_.

**RECITALS**

WHEREAS, the COUNTY may contract with public or private businesses for Refugee Employment Program (REP) services when certain requirements are met; and

WHEREAS, the CONTRACTOR is a private firm desiring to participate in said program and is qualified by reason of experience, preparation, organization staffing and facilities to provide REP Services to refugees who are aided under California Work Opportunities and Responsibility to Kids (CalWORKs), Refugee Cash Assistance (RCA), and General Relief (GR); non-citizens who are victims of human trafficking, domestic violence and other serious crimes in accordance with Senate Bill 1569 and refugees who are not aided through a public assistance program as set forth hereunder, and

WHEREAS, the COUNTY has a need for REP services in the Los Angeles County, has determined that it is legal to contract with CONTRACTOR for REP services; and

WHEREAS, this Contract is authorized by California Government Code Sections 26227 and 31000.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

**1.0 APPLICABLE DOCUMENTS**

Attachments A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S and T are attached to and form a part of this Contract.

In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the attachments, or between attachments, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Attachments according to the following priority:

1.1	ATTACHMENT A	Statement of Work and Technical Exhibits
1.2	ATTACHMENT B	Contractor's Budget
1.3	ATTACHMENT C	Certification of No Conflict of Interest
1.4	ATTACHMENT D	Familiarity of County Lobbyist Ordinance Certification
1.5	ATTACHMENT E	Contractor's EEO Certification
1.6	ATTACHMENT F	Contractor's Nondiscrimination in Services Certification
1.7	ATTACHMENT G	Assurance of Compliance of Civil Rights Resolution Agreement with Los Angeles County DPSS
1.8	ATTACHMENT H	Attestation of Willingness to Consider GAIN/GROW Participants
1.9	ATTACHMENT I	Contractor Employee Acknowledgement & Confidentiality Agreement
1.10	ATTACHMENT J	Contractor Employee Jury Service Program Certification Form & Application for Exception
1.11	ATTACHMENT K	Certification Re: Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tiered Covered Transaction (45 C.F.R. part 76)
1.12	ATTACHMENT L	IRS Notice 1015 – Earned Income Tax Credit
1.13	ATTACHMENT M	Safely Surrendered Baby Law Fact Sheet
1.14	ATTACHMENT N	Charitable Contributions Certificate
1.15	ATTACHMENT O	Administration of Agreement - County
1.16	ATTACHMENT P	Administration of Agreement – Contractor
1.17	ATTACHMENT Q	Civil Rights Complaint – Contractor Form and Flowchart
1.18	ATTACHMENT R	Sample Contractor Monthly Invoice Format
1.19	ATTACHMENT S	Contractor Monthly Management Report Format
1.20	ATTACHMENT T	Contractor's Certification of Office Location

This Contract and the Attachments attached hereto constitute the complete and exclusive statement of understanding between the parties and supersede all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Subsection 8.6 - Changes and Amendments of Terms.

## **2.0 DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Actual Costs:** Amounts determined on the basis of costs incurred, as distinguished from forecasted costs. Actual costs include standard costs properly adjusted for applicable variances.
- 2.2 Board of Supervisors:** The Board of Supervisors is the governing body of the County of Los Angeles.
- 2.3 Budget:** The document that details the Contractor's costs for providing services and is included in the Contract. Included in the Budget are the following:
- **Direct Costs** - Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Contract), Supplies, Applicable Taxes and other (specified).
  - **Indirect Costs** - General Accounting/Bookkeeping, Management Overhead and other (specified).
  - **Total Cost to Contract Services** - The total cost to Direct and Indirect Costs.
- 2.4 Business Days:** Business days are Monday through Friday, excluding County holidays.
- 2.5 Contract:** Contract executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work.
- 2.6 Contract Close-out Report:** A last income statement report (final fiscal close-out report), to be submitted in the form and manner designated by the County Contract Administrator, with a deadline to be announced for the REP Program, including the reporting of expenses and accruals through the end of the contract term.
- 2.7 Contract Management Division (CMD):** The Department of Public Social Services' Division responsible for the Contract.
- 2.8 Contractor:** The sole proprietor, partnership, or corporation that has entered into a Contract with the County to perform or execute the work covered by the Statement of Work.
- 2.9 Contractor Contract Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.10 County Contract Administrator (CCA):** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by Contractor.
- 2.11 Day(s):** Calendar day(s) unless otherwise specified.
- 2.12 Department of Public Social Services (DPSS):** County department responsible for providing social, financial, and employment services to eligible persons in Los Angeles County.

- 2.13 Director:** The Director of the DPSS, County of Los Angeles, or his/her Authorized Representative(s).
- 2.14 Fiscal-Year (FY):** The 12 month period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.
- 2.15 Subcontractor:** An individual or business firm contracted with Contractor to perform all or part of the work defined in Statement of Work, Attachment A to this Contract.

### **3.0 SCOPE OF WORK**

- 3.1** Pursuant to the provisions of this Contract, the CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the Statement of Work.
- 3.2** If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

### **4.0 TERM OF CONTRACT**

- 4.1** The term of the Contract shall be for three years. The Contract shall commence immediately following approval by the Board of Supervisors and upon execution by the parties, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The Contract is subject to the COUNTY's right to terminate earlier for convenience, which includes, non-appropriation of funds, default of the CONTRACTOR, substandard performance of the CONTRACTOR, improper consideration given/offered to the COUNTY with respect to the award of this Contract, breach of warranty to maintain compliance with the County's Child Support Compliance Program, changes in legal requirements regarding the REP, and changes that eliminate or substantially reduce the COUNTY's legal requirements for the REP.

### **5.0 CONTRACTOR PAYMENT**

#### **5.1 Basic Compensation**

The CONTRACTOR will be compensated at a monthly firm-fixed rate per active participant for providing all aspects of the requirements of this Contract, in accordance with the Statement of Work. Payment to the CONTRACTOR will be made in arrears on a monthly basis at the rate of \$\_\_\_\_\_ per active participant. The CONTRACTOR invoice amount could be subject to performance fiscal deductions as specified hereunder.

## 5.2 **Maximum Contract Amount**

The maximum amount of this Contract is \$\_\_\_\_\_ for the three-year period. The total maximum amount is conditioned on the continuing availability of Refugee Social Services/Targeted Assistance funds. The second and third year funding will be contingent upon the availability of funds subsequent to the release of the State allocation and may be subsequently adjusted based on that allocation.

CONTRACTOR shall not be paid for any Contract expenditures that exceed the maximum contract amount and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures that exceed the maximum contract amount. Any expenditures that exceed the maximum contract amount shall become the fiscal responsibility of CONTRACTOR.

CONTRACTOR shall not exceed each year's annual budgeted amount and shall not roll-over unspent money to the following fiscal year. The maximum contract amount for each fiscal year shall be as follows:

Fiscal Year 2007-08	\$XXX
Fiscal Year 2008-09	\$XXX
Fiscal Year 2009-10	\$XXX

These fiscal year amounts are contingent upon the availability of funds.

## 5.3 **Performance Deductions**

**The COUNTY shall assess financial deductions starting July 2009 for the period July 1, 2008 through June 30, 2009 and shall assess financial deductions each fiscal year thereafter.** From the Contract start date to June 30, 2008, the Contract will be monitored for compliance of the three performance outcomes measures as described in SOW, Section 6.3, but no financial deductions will be assessed for this period. The financial deductions will only apply to noncompliance of the three performance outcome measures. Deductions will be assessed based on the CONTRACTOR's cumulative performance for the entire fiscal year and applied to the invoice that follows the end of the fiscal year or any invoice thereafter.

The CONTRACTOR shall be assessed financial deductions under the following provisions:

Should the CONTRACTOR's cumulative performance for the fiscal year fall below the performance standards for one of the three Outcome Measures listed in Statement of Work, Section 6.3, the CONTRACTOR shall receive a payment deduction equal to two percent (2%) of the total payment amount for the last quarter of the fiscal year.

Should the CONTRACTOR's cumulative performance for the fiscal year fall below the performance standards for two of the three Outcome Measures listed in Statement of Work, Section 6.3, the CONTRACTOR

shall receive a payment deduction equal to four percent (4%) of the total payment amount for the last quarter of the fiscal year.

Should the CONTRACTOR's cumulative performance for the fiscal year fall below the performance standards for three of the three Outcome Measures listed in Statement of Work, Section 6.3, the CONTRACTOR shall receive a payment deduction equal to six percent (6%) of the total payment amount for the last quarter of the fiscal year.

The COUNTY, at its sole discretion, reserves the right to waive these deductions.

#### **5.4 Payment Processing**

Payment to the CONTRACTOR will be made monthly in arrears at the amounts specified in this Contract, provided that the CONTRACTOR is not in default under any provision of the Contract and has submitted a complete and accurate statement of payment due with documentation attached supporting the statement of payment due. COUNTY will not be liable for invoices submitted more than one year after services are rendered. CONTRACTOR will not be reimbursed by the COUNTY for those services.

5.4.1 CONTRACTOR shall prepare and submit a monthly invoice for REP Services as per Attachment R to this Contract, Sample CONTRACTOR Invoice Format. Each invoice shall be submitted in an original and one copy, along with the Monthly Management Report (MMR) and supporting documentation, to the County Contract Administrator (CCA) within 15 calendar days after the end of the month in which services were provided or payment may be delayed. Invoice shall be sent to:

Department of Public Social Services  
Contract Management Division/Section III  
Attention: Myhanh Duong, County Contract Administrator  
12900 Crossroads Parkway South, 2<sup>nd</sup> Floor  
City of Industry, CA 91746-3411

5.4.2 The COUNTY shall review the invoice/attachments and make payment adjustments as allowed by Contract (i.e., for deductions, etc.) and authorize payment of an accurate invoice as soon as possible after receipt of the CONTRACTOR's billing. The COUNTY will make a reasonable effort to effect payment to the CONTRACTOR within 30 days from receipt of an invoice that is accurate as to form and content.

5.4.3 For invoicing purposes, the CONTRACTOR shall clearly identify this Contract as "REP Services."

5.4.4 The COUNTY may delay the last payment due hereunder until six months after the termination of the Contract. The CONTRACTOR shall be liable for payment on 30 days written notice of any offset authorized



by the Contract not deducted from any payment made by the COUNTY to the CONTRACTOR.

5.4.5 Prior to receiving final payment hereunder, CONTRACTOR shall submit a signed, written release discharging the COUNTY, its officers and employees, from all liabilities, obligations, and claims arising out of or under the Contract, except for any claims specifically described in detail in such release.

5.4.6 Invoice for Service Month

CONTRACTOR shall invoice COUNTY according to the firm fixed rate for each REP participant served through the end of the prior month. CONTRACTOR shall breakdown the total amount invoiced in accordance with the categories listed in Attachment R - Sample Contractor Monthly Invoice Format. CONTRACTOR shall bill for all participants engaged in the compliance process since these participants are considered to be **actively** participating in the program. CONTRACTOR shall not bill for participants who are de-registered from the program. These participants are considered inactive and no longer participating. The actual number of active participants served multiplied by the firm fixed rate shall be the total monthly charge CONTRACTOR shall invoice the COUNTY.

5.4.6.1 A REP participant is considered active and thereby served when all of the following requirements exist on a REP participant record:

- An initial REP orientation appointment letter has been initiated via GEARS or any other manner approved by the COUNTY;
- The participant continued to meet REP participation requirements, as defined by State and COUNTY regulations, in the beginning of the service month; and
- The participant did not exit from REP or the participant was not exempted from REP during the month immediately preceding the service month, unless the participant was newly enrolled.
- As of the last calendar day of the month, the REP participant has not been transferred to another REP service provider.

5.4.7 The COUNTY shall not be liable for billings submitted one year or more after any services rendered under this Contract.

5.5 Prior Six-Month Expiration Notice

The CONTRACTOR shall notify DPSS when this Contract is within six months from the expiration of the term of the Contract as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to DPSS at the address provided in this Contract, Section 8.0, Terms and Conditions, Subsection 8.42.5 herein.

**5.6 75 Percent Expenditure Notification**

CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred 75 percent of the total Contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to DPSS at the address provided in this Contract, Section 8.0, Terms and Conditions, Subsection 8.42.5 herein.

**5.7 Payment Limitation**

The CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration, for any reason whatsoever, shall occur only with the COUNTY's express prior written approval.

**5.8 County Approval of Invoices**

All invoices submitted by the CONTRACTOR for payment must have the written approval of the County's Contract Administrator prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

**5.9 Withholding of Payment**

If CONTRACTOR fails to submit an accurate, complete and timely Monthly Management Report (MMR), and supporting documentation, the COUNTY may withhold payment to CONTRACTOR up to the full amount of any invoice that would otherwise be due, until CONTRACTOR has satisfied the concerns of the COUNTY, which may include required submittal of revised MMR or additional supporting documentation.

**5.10 No Payment for Services Provided Following Expiration/Termination of Contract**

CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services or other work rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

### **5.11 Repayment of Unspent REP Funds**

CONTRACTOR shall return to COUNTY any unspent funds in excess of actual costs for the provision of REP services at the end of each fiscal year. CONTRACTOR must return to COUNTY any funds received in excess of actual costs. CONTRACTOR agrees to be bound by applicable COUNTY and/or REP disallowed cost procedures, rules and regulations, and to repay to the COUNTY any amount which is found to violate the terms of this CONTRACT or applicable REP provisions.

All funds in excess of program costs that have been properly earned, including program interest, are to be treated as unspent REP funds. CONTRACTOR shall be responsible for tracking all Contract payments and expenditures for the program, including submission of the following:

1. An Income Statement Report on contract payments received versus expenditures must be submitted to the DPSS Contract Management Division at the end of each COUNTY fiscal year. The report is due to DPSS by July 31<sup>st</sup> following the end of the COUNTY fiscal year and at the end of the contract term with the contract close-out report. The purpose of the Income Statement Report is to identify the amount of unspent REP Funds. The Income Statement Report should be revised if adjustments are required due to any new information received after the filing of the report; provided however, that these revisions shall not be submitted later than ten (10) calendar days after submission of the original report.

### **5.12 Revenue Disclosure**

1. By execution of this Contract and unless waived in writing by the COUNTY Contract Administrator, CONTRACTOR certifies that it (1) has previously filed with DPSS a written statement listing all revenue received, or expected to be received by CONTRACTOR from all Federal, State, City, or COUNTY sources, or other governmental agencies, and (2) applies, or will apply said revenue, to offset in whole or in part of any of the costs incurred by the CONTRACTOR in conducting current or prospective projects or business activities including, but not limited to, the project or business activity which is the subject of the Contract. Such statement shall reflect the name and a description of funding provided by each and every governmental agency to each such project or business activity, and the full name and address of each such agency.
2. During the term of this CONTRACT, THE CONTRACTOR shall prepare and file a statement with DPSS each time it receives funding from any governmental agency that is additional to revenue already disclosed in the CONTRACTOR's original revenue disclosure statement. The CONTRACTOR shall file such additional statement within fifteen (15) days following receipt of such additional funding with a revised cost allocation plan. The COUNTY shall not pay the CONTRACTOR for any services provided by the CONTRACTOR that are for purposes other than the Refugee Program or for services which are funded by other sources.

3. Failure of the CONTRACTOR to comply with the requirements of this section shall constitute a material breach of contract, upon which the COUNTY may cancel, terminate, or suspend this Contract.

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

COUNTY personnel referenced in this section are designated in Attachment O of this Contract, Administration of Contract - County. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

### **6.1 County's Contract Administrator (CCA)**

The CCA is responsible for overseeing the day-to-day administration of this Contract. The responsibilities of the CCA include:

- Ensuring that the objectives of this Contract are met;
- Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements;
- Meeting with CONTRACTOR's Contract Manager on an as needed basis;
- Monitoring any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR; and
- Informing the CONTRACTOR of the name, address and telephone number of the CCA, in writing, at the time the Contract is awarded, and at any time thereafter a change of CCA is made.

The COUNTY's CCA is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 Contractor's Contract Manager**

**7.1.1** CONTRACTOR's Contract Manager must have a bachelor's degree in related field (e.g., social work, public administration, psychology, etc.) with two years experience in the performance of case management services, or services substantially similar to the service required in this Contract, **or** have a minimum three years of case management experience, or experience substantially similar to these services. CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR's Contract Manager.

**7.1.2** CONTRACTOR's Contract Manager shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with CCA on a regular basis.

**7.1.3** The CONTRACTOR's Contract Manager shall be responsible for activities described in Statement of Work, Section 5.0 "Responsibilities", Subsection 5.1.A.

7.1.4 In addition, CONTRACTOR is required to submit annually the documentation of its legal identity to the CCA.

## **7.2 Approval of Contractor's Staff**

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR's staff performing work hereunder and any proposed changes in CONTRACTOR's staff, including, but not limited to, CONTRACTOR's Manager.

## **7.3 Other Contractor Personnel**

7.3.1 CONTRACTOR shall ensure compliance with all items listed in Statement of Work, Section 5.0 "Responsibilities", Subsection 5.1 B, 5.1 C, and 5.1 D.

7.3.2 CONTRACTOR shall provide supervisory, administrative and direct services personnel to accomplish the services required under this Contract.

## **7.4 Contractor's Staff Identification**

7.4.1 CONTRACTOR shall furnish and require every on-duty employee to wear a visible photo identification badge, identifying employee by name, physical description, and company. Such badge shall be displayed on employee's person at all times he/she is on duty.

7.4.2 CONTRACTOR shall notify the COUNTY within one business day when staff is terminated from working on this Contract. CONTRACTOR is responsible to retrieve and immediately destroy the staff's COUNTY specified photo identification badge at the time of removal from the COUNTY Contract.

7.4.3 If COUNTY requests the removal of CONTRACTOR's staff from the performance of services under this Contract or otherwise working on this Contract, CONTRACTOR is responsible to retrieve and immediately destroy the CONTRACTOR's staff's County photo identification badge at the time of removal from working on the Contract.

## **7.5 Background and Security Investigations**

7.5.1 All CONTRACTOR staff performing work under this Contract shall undergo and pass, to the satisfaction of COUNTY, a background investigation as a condition of beginning and continuing to work under this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, which may include, but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR's staff passes or fails the background clearance investigation.

- 7.5.2** COUNTY may request that CONTRACTOR's staff be immediately removed from working on the COUNTY Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR nor to CONTRACTOR's staff any information obtained through the COUNTY conducted background clearance.
- 7.5.3** COUNTY may immediately deny or terminate facility access to CONTRACTOR's staff who do not pass such investigation(s) to the satisfaction of the COUNTY, whose background or conduct is incompatible with COUNTY facility access, at the sole discretion of the COUNTY.
- 7.5.4** Disqualification, if any, of CONTRACTOR staff, pursuant to this Subsection 7.5, shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Assignment and Delegation**

- A.** CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Section, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under the Contract shall be deductible, at COUNTY's sole discretion, against the claims which CONTRACTOR may have against COUNTY.
- B.** Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporations, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring prior written consent of COUNTY in accordance with applicable provisions of this Contract.
- C.** Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration, for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract and may result in the termination of the Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

## **8.2 Authorization Warranty**

The CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition, and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

## **8.3 Budget Reductions**

In the event that the COUNTY's Board of Supervisors adopts, in any Fiscal Year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation correspondingly for that Fiscal Year and any subsequent Fiscal Year during the term of the Contract (including any extensions), and the services to be provided by CONTRACTOR under the Contract shall be reduced correspondingly. COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions, except as set forth in the preceding sentence. CONTRACTOR shall continue to provide all of the services set forth in this Contract.

## **8.4 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions (45 C.F.R. part 76)**

CONTRACTOR hereby acknowledges that the COUNTY is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded Contracts.

By executing this Contract, CONTRACTOR certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded Contracts. Further by executing this Contract, CONTRACTOR certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractors is currently suspended, debarred, ineligible, or excluded from securing federally funded Contracts. CONTRACTOR shall immediately notify COUNTY in writing, during the term of this Contract, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded Contracts. Failure of CONTRACTOR to comply with this provision shall constitute a material breach of this Contract upon which the COUNTY may immediately terminate or suspend this Contract.

## **8.5 Change of Address**

Either party can designate a new address by giving 10 days prior written notice to the other party as referenced in Subsection 8.42.4 and 8.42.5.

## **8.6 Changes and Amendments of Terms**

The COUNTY reserves the right to change, through negotiation, any portion of the work required under the Contract, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:

- 8.6.1** The COUNTY reserves the right to initiate Change Notices for any change which does not materially affect the scope of work or any other term or condition included under this Contract. For all such changes, a *Change Notice* shall be prepared and signed by the County Contract Management Director and the CONTRACTOR's Contract Manager.
- 8.6.2** For any revision, which materially affects the scope of work or any term and condition included in the Contract, a negotiated amendment to the Contract shall be executed by the County Board of Supervisors and the CONTRACTOR except as provided in Section 8.6.3 herein below.
- 8.6.3** The Department of Public Social Services (DPSS) Director may prepare and sign amendments to the Contract without further action by the Board of Supervisors under the following conditions:
  - 8.6.3.1** Amendments shall be in compliance with applicable federal, State and County regulations.
  - 8.6.3.2** The Amendment is for a decrease in the Contract costs.
  - 8.6.3.3** The Board of Supervisors has appropriated sufficient funds in the DPSS budget.
  - 8.6.3.4** The Amendment is for an increase of no more than ten percent of the original Contract amount, and is necessitated by additional and necessary services.
  - 8.6.3.5** DPSS shall obtain the approval of County Counsel or his designee for an amendment to this Contract.
  - 8.6.3.6** Director will file a copy of all amendments with the Executive Office of the Board of Supervisors and Chief Administrative Office within fifteen (15) days after execution of each amendment.
- 8.6.4** The County Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR and by DPSS.



## **8.7 Child/Elder Abuse/Fraud Reporting**

CONTRACTOR staff working on this Contract shall comply with *California Penal Code* (hereinafter "*PC*") *Section 11164 et seq.* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within twenty-four (24) hours and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

CONTRACTOR staff working on this Contract shall comply with *California Welfare and Institutions Code (WIC)*, *Section 15600 et seq.* and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The CONTRACTOR staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

CONTRACTOR staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the COUNTY.

## **8.8 Collective Bargaining Contract**

To comply with California Department of Social Services Regulations (CDSS), Operations Manual Section 23-610 (c) (22), the CONTRACTOR agrees to provide to the COUNTY, upon request, a copy of any collective bargaining Contract covering employees providing services under the Contract.

## **8.9 Compliance with Civil Rights Laws**

CONTRACTOR shall abide by the provisions of *Title VI* and *Title VII* of the *Federal Civil Rights Act of 1964*; *Section 504* of the *Rehabilitation Act of 1973*, as amended; the *Age Discrimination Act of 1975*; the *Food Stamp Act of 1977*; the *Americans with Disabilities Act of 1990*; WIC Section 10000; California Department of Social Services *Manual of Policies and Procedures, Division 21*; and other applicable Federal and State laws, rules and regulations to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement, CONTRACTOR shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age or disability. The CONTRACTOR shall sign and adhere to Contract Attachment E, CONTRACTOR's EEO Certification and Contract Attachment F, CONTRACTOR's Nondiscrimination in Services Certification.

In addition, a Resolution Contract between DPSS and the Federal Office for Civil Rights, Department of Health and Human Services, that was signed on October 23, 2003, requires additional Civil Rights actions by DPSS in providing services to the public through Contracts for all CalWORKs/TANF funded Contracts and MOUs. CONTRACTOR shall sign and comply with the terms of

the Assurance of Civil Rights Compliance Resolution Contract as set forth in Contract Attachment G, and as directed by DPSS.

#### **8.10 Complaints**

The CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints. Within fifteen (15) business days after the Contract effective date, the CONTRACTOR shall provide COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

**8.10.1** The COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.

**8.10.2** If the COUNTY requests changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days.

**8.10.3** If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

**8.10.4** CONTRACTOR shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five (5) business days of receiving the complaint.

**8.10.5** When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

**8.10.6** Copies of all written responses shall be sent to the CCA within three (3) business days of mailing to the complainant.

#### **8.11 Completion of Contract**

Prior to the expiration of this Contract, the CONTRACTOR shall allow COUNTY or the newly selected CONTRACTOR, a minimum of sixty (60) calendar days transition period, to ensure the orderly transition of the CONTRACTOR's services to the COUNTY or the newly selected CONTRACTOR without additional costs to COUNTY. CONTRACTOR shall continue to process work timely/accurately so that the operation is current at expiration of Contract. If CONTRACTOR fails to adhere to the above work and standards, the COUNTY shall have the right to withhold up to one hundred percent (100%) of the last two (2) months' payments owed CONTRACTOR.

#### **8.12 Compliance with Applicable Laws**

**8.12.1** CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference.

**8.12.2** CONTRACTOR shall maintain all licenses required to perform the Contract.

**8.12.3** CONTRACTOR shall indemnify and hold COUNTY, its Special Districts, Agents, elected and appointed officers, and employees, harmless from any loss, damage, liability, cost, and expense, including, but not limited to defense costs and attorneys fees arising from, or related to, any violation on the part of CONTRACTOR, or its employees, agents, or subcontractors of such laws, rules, regulations, ordinances, directives, provisions, licenses and permits, rights, conflict of interest, wages and hours and nondiscrimination.

### **8.13 Compliance with the County's Jury Service Program**

#### **8.13.1 Jury Service Program**

This Contract is subject to the provisions of the COUNTY's ordinance entitled "Contractor Employee Jury Service" (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached to this Contract as Attachment J.

#### **8.13.2 Written Employee Jury Service Policy**

8.13.2.1 Unless CONTRACTOR has demonstrated to COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

8.13.2.2 For purposes of this Subsection, "CONTRACTOR" means a person, partnership, corporation, or other entity which has a Contract with the COUNTY or a subcontract with a County CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term,

temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

- 8.13.2.3 If CONTRACTOR uses any subcontractor to perform services for COUNTY under this Contract, the subcontractor shall also be subject to the provisions of this Subsection. The provisions of this Subsection shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the subcontract.
- 8.13.2.4 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.
- 8.13.2.5 CONTRACTOR's violation of this Subsection 8.13.2 of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

#### **8.14 Compliance with Wage and Hour Laws/Fair Labor Standards Act**

The CONTRACTOR shall comply with all wages and hour laws and all applicable provisions of the Federal *Fair Labor Standards Act*, and shall indemnify, defend, and hold harmless the COUNTY, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney fees arising under any wage and hour law including, but not limited to, the Federal *Fair Labor Standards Act* for services performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

## **8.15 Confidentiality**

The CONTRACTOR shall maintain the confidentiality of all records obtained from REP participants and/or the COUNTY under the Contract in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality. The CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of the Contract. The CONTRACTOR shall cause each employee performing services covered by the Contract to sign and adhere to Contract Attachment I, "Contractor Employee Acknowledgment and Confidentiality Contract." CONTRACTOR shall also abide by provision regarding the shredding of confidential documents as referenced in Section 8.53 of this Contract.

By State law, including without limitation (W & I Code, Section 10850 et seq. and 17006), all of the case records and information pertaining to individuals receiving aid are confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of the Los Angeles County Department of Public Social Services (DPSS) so designated without written authorization from DPSS.

## **8.16 Conflict of Interest**

**8.16.1** No COUNTY employee whose position with the COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in the COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the COUNTY's approval or ongoing evaluation of such work.

**8.16.2** The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subsection shall be a material breach of Contract.

## **8.17 Consideration of Hiring County Employees Targeted For Layoff**

Should the CONTRACTOR require additional or replacement personnel after the effective date of the Contract to perform the services set forth herein, the CONTRACTOR shall give **first consideration** for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified,

former COUNTY employees who are on a re-employment list during the life of this Contract.

**8.18 Consideration of Hiring Greater Avenues for Independence (GAIN) or General Relief Opportunities for Work (GROW) Participants for Employment**

**8.18.1** Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the CONTRACTOR shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants, by job category, to the CONTRACTOR.

**NOTE:** In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

**8.18.2** CONTRACTOR shall complete and sign Contract Attachment H, Attestation of Willingness to Consider GAIN/GROW Participants.

**8.19 Contractor's Warranty of Adherence to County's Child Support Compliance Program**

**8.19.1** The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through Contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

**8.19.2** As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**8.20 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law**

CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONTRACTOR

understands that it is the COUNTY's policy to encourage all County CONTRACTORs to voluntarily post the County's "Safely Surrendered Baby Law" poster as set forth in Attachment M of this Contract, in a prominent position at the CONTRACTOR's place of business. CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. DPSS will supply the CONTRACTOR with the poster to be used.

## **8.21 Contractor's Charitable Activities Compliance**

The Supervision of Trustee and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring contractors to complete the certification, Contract Attachment N, Charitable Contribution Certificate, the COUNTY seeks to ensure that all County contractors which receive or raise charitable contributions comply with the California law in order to protect the COUNTY and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Contract termination or debarment proceedings or both. (County Code Chapter 2.202)

## **8.22 Contractor's Responsibility and Debarment**

### **8.22.1 Responsible Contractor**

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the COUNTY's policy to conduct business only with responsible contractors.

### **8.22.2 Chapter 2.202 of the County Code**

CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

### **8.22.3 Non-responsible Contractor**

COUNTY may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY, (2) committed any act or omission

which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

#### **8.22.4 Contractor Hearing Board**

If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the CONTRACTOR Hearing Board.

The CONTRACTOR Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the CONTRACTOR Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the CONTRACTOR Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the CONTRACTOR Hearing Board.

#### **8.22.5 Review of Debarment Determination**

If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

The CONTRACTOR Hearing Board will consider a request for review of a debarment determination only where: (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment



has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the CONTRACTOR Hearing Board will provide notice of the hearing on the request. At the hearing, the CONTRACTOR Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the CONTRACTOR Hearing Board pursuant to the same procedures as for a debarment hearing.

The CONTRACTOR Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The CONTRACTOR Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the CONTRACTOR Hearing Board.

#### **8.22.6 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County CONTRACTORS.

#### **8.23 County's Quality Assurance Plan**

The COUNTY or its agent will evaluate the CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

#### **8.24 Damage to County Facilities, Buildings or Grounds**

CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by CONTRACTOR or employees or agent of CONTRACTOR. Such repairs shall be made immediately after CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

If CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as determined by COUNTY. For such repairs shall be repaid by CONTRACTOR by cash payment upon demand.

## **8.25 Disputes**

Any disputes between the COUNTY and the CONTRACTOR regarding the performance of services reflected in this Contract shall be brought to the attention of the CCA. If the CCA is not able to resolve the dispute, it shall be resolved by the County DPSS Director or his/her designee, and the Director's or his/her designee's decision shall be final.

## **8.26 Disclosure of Information/Publicity**

CONTRACTOR shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, COUNTY will not inhibit the CONTRACTOR from publicizing its role under the Contract within the following conditions:

**8.26.1** CONTRACTOR shall develop all publicity material in a professional manner.

**8.26.2** During the course of performance on this Contract, the CONTRACTOR, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of the COUNTY without the prior written consent of the Director. In no event shall the CONTRACTOR use any material which identifies any individual by name or picture as an applicant for or participant of services provided by DPSS.

**8.26.3** CONTRACTOR may, without prior written permission of the COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided, however, that the requirements of this Section 8.26 shall apply.

## **8.27 Employment Eligibility Verification**

CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

CONTRACTOR shall indemnify, defend and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or

regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **8.28 Employee Safety**

The CONTRACTOR will assure that the CONTRACTOR's employees:

- Are covered by an effective Injury and Illness Prevention Program; and
- Receive all required general and specific training on employee safety.

## **8.29 Fiscal Accountability**

### **8.29.1 Fiscal Policies/Procedures**

The CONTRACTOR shall be required to adhere to strict fiscal and accounting standards and must comply with Title 29 Code of Federal Regulation (CFR) Part 97 – Uniform Administrative Requirements for State and Local Governments and the applicable Office of Management and Budget (OMB) Circular(s), which may include but is not limited to, the Cost Principles of the Office of Management and Budget (OMB) Circular A-21 for Educational Institutions, OMB Circular A-87 for State, Local and Indian Tribal Governments, OMB Circular A-122 for Non-profit Organizations, OMB circular A-102 for Grants and Cooperative Agreements with State and Local Government agencies, OMB circular A-133 for Audits of State, Local Governments and Non-Profit Organizations. And OMB Circular A-110 for Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, hospitals, and other Non-profit Organizations.

### **8.29.2 Federal Temporary Aid to Needy families (TANF) Regulations**

The CONTRACTOR agrees to comply with Federal regulations governing TANF, which provide in part, that TANF funds may not be used for medical services pursuant to 64 Federal Register (FR) 17720, , Section 263.11.

### **8.29.3 Accounting**

The CONTRACTOR shall establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards. The CONTRACTOR should maintain their accounting system on an accrual basis of accounting.

### **8.29.4 Commingling of Funds**

Funds paid pursuant to this Contract shall be used exclusively for services funded under this Contract and shall not be commingled with any other monies of the CONTRACTOR.

#### **8.29.5 Allegations of Fraud and/or Abuse**

In the event of allegations of fraud or abuse (fraud and abuse as defined in appropriate REP provisions and regulation), the COUNTY reserves the right to withhold ten percent (10%) of the contract amount or the amount of the final request for payment, whichever is greater, on a completed program until a determination is issued in writing by the County Program Manager that withheld funds should be released to the CONTRACTOR. Such written determination shall not supersede or replace the final report.

#### **8.29.6 Disallowed Costs**

The COUNTY may withhold payments if the CONTRACTOR has failed to refund unexpended funds or funds spent for disallowed costs relating to any DPSS contract that the CONTRACTOR has with the COUNTY. The COUNTY shall require the CONTRACTOR to pay and the CONTRACTOR agrees to pay the full amount of the CONTRACTOR liability to the COUNTY or the State for such audit exceptions as were caused by the CONTRACTOR, upon demand by the COUNTY at any time after completion of the grievance procedures at the CONTRACTOR level. The COUNTY shall notify the CONTRACTOR of any disallowed costs.

### **8.30 Force Majeure**

In the event that performance by either party is rendered impossible (permanently or temporarily) by due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, work slowdowns, lockouts (other than a lockout by CONTRACTOR or any of CONTRACTOR's subcontractors), freight embargoes, or other similar acts to those describe above, or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, the COUNTY shall have the right to terminate this Contract upon any event that renders performance impossible. In such case, COUNTY shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

### **8.31 Governing Law, Jurisdiction, and Venue**

This Contract shall be governed by and construed in accordance with the laws of the State of California. Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Contract shall be interpreted, and the parties' duties and obligations under this Contract shall be consistent with, any amendment to any applicable statute, regulation, or any other law which occurs after the effective date of this Contract.

CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

**8.32 Government Observations**

CONTRACTOR shall permit all authorized Federal, State, County and/or research personnel, in addition to departmental contracting staff, may observe performance, activities, or review documents required under this Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with CONTRACTOR performance.

**8.33 Indemnification**

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract.

**8.34 Independent Contractor Status**

This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.

The CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

The CONTRACTOR shall adhere to the provisions stated in Subsection 8.15 - Confidentiality.

## **8.35 General Insurance Requirements**

Without limiting the CONTRACTOR's indemnification of the COUNTY and during the term of this Contract, the CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at CONTRACTOR's own expense.

### **8.35.1 Evidence of Insurance**

Certificates or other evidence of coverage satisfactory to COUNTY shall be delivered to:

Department of Public Social Services  
Contract Management Division/Section III  
Attn: Myhanh Duong, County Contract Administrator  
12900 Crossroads Parkway South, 2<sup>nd</sup> Floor  
City of Industry, California 91746-3411

Prior to commencing services under this Contract, such certificates or other evidence shall:

- 8.35.1.1 Specifically identify this Contract.
- 8.35.1.2 Clearly evidence all coverage required in this Contract.
- 8.35.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- 8.35.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract.
- 8.35.1.5 Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses related costs, including, but not limited to expenses or fees or both, related investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

### **8.35.2 Insurer Financial Ratings**

Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.

### **8.35.3 Failure to Maintain Coverage**

Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract.

COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

### **8.35.4 Notification of Incidents, Claims or Suits**

CONTRACTOR shall report to COUNTY:

- 8.35.4.1 Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- 8.35.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract.
- 8.35.4.3 Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the County Contract Manager.
- 8.35.4.4 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Contract.

### **8.35.5 Compensation for County Costs**

In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

### **8.35.6 Insurance Coverage Requirements for Subcontractors**

CONTRACTOR shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

8.35.6.1 CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or

8.35.6.2 CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

## **8.36 Insurance Coverage Requirements**

### **8.36.1 General Liability**

General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$ 2 million
Products/Completed Operations Aggregate:	\$ 1 million
Personal and Advertising Injury:	\$ 1 million
Each occurrence:	\$ 1 million

### **8.36.2 Automobile Liability**

Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles or coverage for "any auto."

### **8.36.3 Workers' Compensation and Employers' Liability**

Workers' Compensation and employers' liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other Federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million



#### **8.36.4 Crime Coverage**

Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Contract, and naming the COUNTY as loss payee.

Employee Dishonesty:	\$25,000
Theft, Disappearance and Destruction:	\$25,000
Burglary and Robbery:	\$25,000

#### **8.36.5 Property Coverage**

In the event the CONTRACTOR rents, leases or is loaned any County-owned property, the CONTRACTOR shall insure such property. Such insurance shall be endorsed naming the COUNTY of Los Angeles as loss payee, provide deductibles of no greater than 5% of the property value, and shall include:

Personal Property: Automobiles and Mobile Equipment – Special form (“all-risk”) coverage for the actual cash value of County-owned or lease property.

Real Property and All Other Personal Property – Special form (“all-risk”) coverage for the full replacement value of County-owned or leased property.

#### **8.36.6 Professional Liability – Error and Omissions Coverage**

Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than \$1 million per occurrence and \$1 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Contract.

### **8.37 Liquidated Damages**

**8.37.1** If, in the judgment of the Director, or his/her designee, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR’s invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.

**8.37.2** If the Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct

the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:

- a. Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- b. Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in this Contract, Subsection 5.3 – Performance Deduction, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or
- c. Upon giving five (5) business days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private CONTRACTOR, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

**8.37.3** The action noted in subsection 8.37.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

**8.37.4** This Section 8.37 shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or subsection 8.37.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

### **8.38 Local Small Business Enterprise Preference Program**

**8.38.1** This Contract is subject to the provisions of the COUNTY's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code. CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining, or attempting to obtain certification as a Local Small Business Enterprise. CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

**8.38.2** If CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

- a. Pay to the COUNTY any difference between the Contract amount and what the COUNTY's costs would have been if the Contract had been properly awarded;
- b. In addition to the amount described in the paragraph (a) above of this Section, be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Contract; and
- c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of CONTRACTOR Non-Responsibility and CONTRACTOR Debarment).

The above penalties shall also apply if CONTRACTOR is no longer eligible for certification as a result in a change of their status and CONTRACTOR failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

#### **8.39 Most Favored Public Entity**

If the CONTRACTOR's prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

#### **8.40 Nondiscrimination and Affirmative Action**

**8.40.1** CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

**8.40.2** CONTRACTOR shall certify to and comply with the provisions of Contract Attachment E, Contractor's EEO Certification.

**8.40.3** CONTRACTOR shall take affirmative action to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to the

following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.40.4** CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.40.5** CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal or State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.40.6** CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this Section 8.40 when so requested by the COUNTY.
- 8.40.7** If COUNTY finds that any of provisions of Section 8.40 have been violated, such violation shall constitute a material breach of Contract upon which COUNTY may determine to cancel, terminate, or suspend this Contract. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of the Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State EEO laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.
- 8.40.8** The parties agree that in the event the CONTRACTOR violates the anti-discrimination provisions of this Contract, the COUNTY shall, at its option, be entitled to a sum of five hundred dollars (\$500.00) pursuant to *California Civil Code, Section 1671*, as liquidated damages in lieu of canceling, terminating or suspending this Contract.

#### **8.41 Non-Exclusivity**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the CONTRACTOR. This Contract shall not restrict DPSS from acquiring similar, equal or like goods and/or services from other entities or sources.

## **8.42 Notices**

### **8.42.1 Notice of Delays**

Except as otherwise provided in this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

### **8.42.2 Notice of Meetings**

CONTRACTOR shall provide appropriate levels of staff at all meetings requested by the COUNTY. The COUNTY will give five business days prior notice to the CONTRACTOR of the need to attend such meetings.

CONTRACTOR may verbally request meetings with the COUNTY, as needed, with follow-up written notice five business days in advance of the proposed meeting. The advance notice requirement may be waived with the mutual consent of both CONTRACTOR and the COUNTY.

### **8.42.3 Delivery of Notices**

Delivery of notices shall be in writing and accomplished by e-mail, facsimile, hand-delivery with signed receipt, or mailing by First Class Registered or Certified mail to the addresses listed in Contract Section 8.42.4 or 8.42.5 as applicable. The Director, or his/her designee, shall have authority to issue all notices required or permitted by the COUNTY under this Contract.

### **8.42.4 Notices to the Contractor**

Any such notice mailed by COUNTY to CONTRACTOR shall be addressed to the CONTRACTOR at its place of business.

### **8.42.5 Notices to the County**

Any and all notices mailed by CONTRACTOR to COUNTY shall be addressed to:

Department of Public Social Services  
Contract Management Division/Section III  
Attn: Liliam Perez, County Contract Supervisor  
12900 Crossroads Parkway South, 2<sup>nd</sup> Floor  
City of Industry, California 91746-3411

### **8.42.6 Notice to Employees Regarding the Safely Surrendered Baby Law**

CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its

implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment M of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

#### **8.42.7 Changes of Address**

Either party can designate a new address by giving ten (10) days prior written notice to the other party.

#### **8.42.8 Termination Notices**

In the event of suspension or termination of the Contract by COUNTY, written notices may be provided by First Class Registered or Certified Mail, by facsimile, or by personal delivery to any CONTRACTOR employee or agent who may reasonably be expected to be authorized to accept notice for the CONTRACTOR.

#### **8.43 Notice to Employees Regarding the Federal Earned Income Credit**

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Attachment L, Internal Revenue Service Notice 1015.

#### **8.44 Ownership of Data/Materials/Equipment/Software**

**8.44.1** The COUNTY shall be sole owner of all rights, titles and interests in any and all materials, software, software documentation, software tools, techniques, plans, reports, data and information which have been prepared, developed or maintained by CONTRACTOR pursuant to this Contract.

**8.44.2** COUNTY shall be sole owner of any equipment, including but not limited to, all computer hardware and software purchased under this Contract by CONTRACTOR or by COUNTY, which CONTRACTOR will use to fulfill its responsibilities pursuant to this Contract.

#### **8.45 Performance Requirements**

If CONTRACTOR fails to meet the Contract requirements as specified in Technical Exhibit A-1, Performance Requirements Summary (PRS) hereunder, COUNTY may take actions specified in the PRS for deficiencies and failures of performance. Failure of CONTRACTOR to take corrective action to cure Contract discrepancies within the time frames stated in the PRS may result in the COUNTY applying the provisions of Section 8.57, Termination for Contractor's Default. This Section 8.45 shall not in any manner restrict or limit COUNTY's right to terminate this Contract for convenience per Section 8.56.

#### **8.46 Prohibition Against Inducement or Persuasion**

Notwithstanding the above, the CONTRACTOR and the COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

#### **8.47 Proprietary Rights**

8.47.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

8.47.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

8.47.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL."

8.47.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in Subsection 8.47.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.

8.47.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Subsection 8.47.4 for:

8.47.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Subsection 8.47.3;

8.47.5.2 Any materials, data and information covered under Subsection 8.47.2; and

8.47.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.

8.47.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.

8.47.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.

8.47.8 The provisions of Subsections 8.47.5, 8.47.6, and 8.47.7 shall survive the expiration or termination of this Contract.

#### **8.48 Records**

CONTRACTOR shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by the CONTRACTOR to the COUNTY. Such records shall be kept in accordance with Section 8.49, Records Retention and Inspection/Audit Settlement, herein below.

#### **8.49 Records Retention and Inspection/Audit Settlement**

The CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The CONTRACTOR agrees that the County, State, or Federal governments, or their authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. COUNTY reserves the right to conduct record inspection and audits relating to this Contract with no advance notification to CONTRACTOR. All such material, including, but not limited to, all financial records, supporting documents, statistical records, timecards and other



employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the County, State or Federal authorities during the term of this Contract and for a period of five (5) years thereafter. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the COUNTY's sole option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to exercise its rights under this Section.

- 8.49.1** In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within thirty (30) days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.49.2** Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section 8.49 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 8.49.3** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the Maximum Contract Amount.
- 8.49.4** The CONTRACTOR agrees that the COUNTY, State and Federal representatives or any duly authorized representatives thereof, shall, at any reasonable time, have access to and the right to examine, monitor, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract at no cost to the COUNTY. Such material, including all pertinent costs, accounting, financial records and proprietary data shall be kept and maintained by the CONTRACTOR for a period of five (5) years after the term of this Contract, or until audited, whichever is longer. The COUNTY may require specific records be retained longer than five years when there is outstanding litigation, unresolved disputes or any audit.

#### **8.50 Recycled Bond Paper**

Consistent with the Los Angeles County Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

#### **8.51 Removal of Personnel**

CONTRACTOR shall have the sole right and discretion to hire, discipline, suspend or discharge its employees/workers. The COUNTY shall have the right, at its sole discretion, to require the CONTRACTOR remove any CONTRACTOR employee from the performance of services under this Contract. Such removal shall occur immediately upon the written or oral request of the CCA. COUNTY will confirm any oral requests in writing.

#### **8.52 Rules and Regulations**

During the time that CONTRACTOR's employees or agents are at COUNTY facilities, such persons shall be subject to the rules and regulations of COUNTY facilities. It is the responsibility of CONTRACTOR to acquaint such persons, who are to provide services, with such rules and regulations. In the event that the COUNTY determines that an employee of CONTRACTOR has violated any applicable rule or regulation, the Director or designee shall notify CONTRACTOR and CONTRACTOR shall undertake such remedial or disciplinary measures as CONTRACTOR determines appropriate. If the problem is not thereby corrected, then CONTRACTOR shall permanently withdraw any of its employees from the provision of services upon receipt of written notice from Director or designee that: (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on COUNTY premises, indicate that the employee may adversely affect the delivery of COUNTY services. Upon removal of any employee, CONTRACTOR shall immediately replace the employee and continue services hereunder.

#### **8.53 Shred Confidential Documents**

CONTRACTOR shall ensure that all confidential documents/papers, as defined under State law (including but not limited to Welfare & Institution Code sections 10850 and 17006) relating to this Contract must be shredded and not put in trash containers when CONTRACTOR disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled.

Documents for record and retention purposes in accordance with Section 8.49 of this Contract are to be maintained for a period of five (5) years or longer if required by law.

## **8.54 Subcontracting**

- 8.54.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR without the advance approval of the COUNTY. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.
- 8.54.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY's request:
- A description of the work to be performed by the subcontractor;
  - A draft copy of the proposed subcontract; and
  - Other pertinent information and/or certifications requested by the COUNTY.
- 8.54.3 The CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were CONTRACTOR employees.
- 8.54.4 The CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed subcontract.
- 8.54.5 The COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its subcontractors of this COUNTY right.
- 8.54.6 The COUNTY's Contract Administrator is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and subcontractor employees.
- 8.54.7 The CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the COUNTY's consent to subcontract.
- 8.54.8 The CONTRACTOR shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the COUNTY from each approved subcontractor. The CONTRACTOR shall ensure delivery of all such documents to the following contact/address before any subcontractor employee may perform any work hereunder.

Department of Public Social Services  
Contract Management Division/Section III  
Attn: Liliam Perez, County Contract Supervisor  
12900 Crossroads Parkway South  
East Annex, 2<sup>nd</sup> Floor  
City of Industry, CA 91746

8.54.9 In the event that the COUNTY consents to subcontracting, CONTRACTOR shall include in all subcontracts, the following provision: "This contract is a subcontract under the terms of a prime contract with the county of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

**8.55 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program**

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 8.20, Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by CONTRACTOR under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure of the CONTRACTOR to cure such default within ninety (90) days of written notice by COUNTY shall be grounds upon which the County Board of Supervisors may terminate this Contract pursuant to Section 8.59, Termination For Default of the Contractor, and may be cause for debarment pursuant to County Code Chapter 2.202.

**8.56 Termination for Convenience**

**8.56.1** This Contract, in whole or in part, may be terminated by the COUNTY, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work shall be effected by delivery to the CONTRACTOR of a thirty (30) calendar-day, prior written Notice of Termination. The Notice of Termination shall specify the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

**8.56.2** After receipt of the Notice of Termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

8.56.2.1 Immediately stop services under this Contract on the date and to the extent specified in the Notice of Termination.

8.56.2.2 Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

**8.56.3** All materials, including books, records, documents, or other evidence bearing on the costs, expenses, or services of this Contract, shall be maintained by CONTRACTOR in accordance with the provisions of

Section 8.49, Records Retention and Inspection/Audit Settlement, of this Contract.

## **8.57 Termination for Default of the Contractor**

**8.57.1** COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY Contract Management Director:

8.57.1.1 CONTRACTOR has materially breached this Contract;

8.57.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract, including but not limited to the Statement of Work; or

8.57.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

**8.57.2** In the event the COUNTY terminates this Contract in whole or in part as provided in Subsection 8.57.1, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, services similar to those terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this subsection.

**8.57.3** Except with respect to defaults of any subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Subsection 8.57.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault of negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required

performance schedule. As used in this subsection 8.57.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

**8.57.4** If, after the COUNTY has given notice of termination under the provisions of this Section 8.57, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section 8.57 or that the default was excusable under the provisions of subsection 8.57.3, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Section 8.56, Termination For Convenience of the County.

**8.57.5** In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Subsection 8.57.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Subsection 8.57.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of the (*Department*), or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Section 8.33 – Indemnification. Further, these liquidated damages shall not be construed as a penalty, but as an amount determined to represent the cost due to CONTRACTOR's default.

**8.57.6** The rights and remedies of the COUNTY provided in this Section 8.57 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **8.58 Termination for Improper Consideration**

**8.58.1** The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any

determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

**8.58.2** The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's employee Fraud Hotline at (800) 544-6861.

**8.58.3** Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **8.59 Termination for Insolvency**

**8.59.1** The COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

- a. Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the means of the Federal Bankruptcy Code;
- b. The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
- c. The appointment of a Receiver or Trustee for the CONTRACTOR;  
or
- d. The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

**8.59.2** The rights and remedies of the COUNTY provided in this Section 8.59 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.60 Termination for Non-Adherence of County Lobbyist Ordinance**

CONTRACTOR, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the CONTRACTOR, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the CONTRACTOR or any County Lobbyist or County Lobbying firm retained by the CONTRACTOR to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon

which the COUNTY may in its sole discretion, immediately terminate or suspend this Contract.

**8.61 Termination for Non-Appropriation of Funds**

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

**8.62 Timely Completion**

Time is of the essence with regards to CONTRACTOR's performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract.

**8.63 Validity**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

**8.64 Verbal Discussions**

The Contract Manager, or alternate, designated in writing to act in the CONTRACTOR's behalf, shall be available to respond to the COUNTY's verbal inquiries within twenty-four (24) hours.

**8.65 Waiver**

No waiver of a breach of any provision of this Contract by the COUNTY will constitute a waiver of any other breach of said provision or any other provision of this Contract. Failure of the COUNTY to enforce, at any time or from time to time, any provision of this Contract, shall not be construed as a waiver thereof. No waiver shall be enforced unless said waiver is set forth in writing.

**8.66 Warranty**

The CONTRACTOR warrants that all services performed hereunder will comply with the provisions of this Contract, the Statement of Work, and any specifications related thereto. Further, CONTRACTOR warrants that all such services shall be performed in accordance with the ordinary skill and care observed in the industry by those knowledgeable, trained and experienced in rendering similar services at the time such services are performed.



The CONTRACTOR shall, within twenty-four (24) hours after oral or written notice from the COUNTY, correct any and all defects, deficiencies, errors or omissions in services rendered to the COUNTY. The correction of such defects, deficiencies, errors or omissions shall be at no cost to the COUNTY.

**8.67 Warranty against Fees**

CONTRACTOR warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Agreement to be subscribed on its behalf by the Director of the Department of Public and Social Services and the CONTRACTOR has subscribed the same through its authorized officer, as of \_\_\_\_\_ day of \_\_\_\_\_ 2008.\_\_\_\_The persons signing on behalf of CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind CONTRACTOR.

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
Philip L. Browning, Director  
Department of Public Social Services

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

Raymond G. Fortner, Jr.  
COUNTY COUNSEL

By \_\_\_\_\_  
Janice Kasai  
Deputy County Counsel

**CONTRACTOR'S NAME:**

(If Contractor is a corporation or limited liability corporation, signatures from 2 authorized persons are needed.)

By \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date

CONTRACTOR TAX IDENTIFICATION NUMBER: \_\_\_\_\_

# ATTACHMENT A

## STATEMENT OF WORK

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## **STATEMENT OF WORK PREAMBLE**

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. The key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, businesses and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- |                   |                         |
|-------------------|-------------------------|
| ➤ Responsiveness  | ➤ Integrity             |
| ➤ Professionalism | ➤ Commitment            |
| ➤ Accountability  | ➤ A Can-Do Attitude     |
| ➤ Compassion      | ➤ Respect for Diversity |

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.

- ✓ There is no “wrong door”: wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County’s five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strength-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human services departments and their partners are working together to achieve the following ***Customer Service and Satisfaction Standards*** in support of improving outcomes for children and families.

#### *Personal Service Delivery*

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

#### *Service Access*

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

#### *Service Environment*

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.



## **1.0 SCOPE OF WORK OVERVIEW**

CONTRACTOR(s) shall provide all aspects of case management services to all REP participants in their service area as described in this Scope of Work (SOW). Employment and employment retention activities and services are to be provided to mandatory and voluntary refugee participants who are engaged in Welfare-to-Work activities.

CONTRACTOR(s) shall deliver REP services which include innovative solution-based services to address the assessed needs of refugees. Such needs include barriers, such as economic restrictions, limited language skills, various educational levels, and psycho-social concerns. CONTRACTOR must facilitate job placement and retention services, which will lead to the participant attaining self-sufficiency. CONTRACTORS must have a clear understanding of each community's cultural need in reaching self-sufficiency. In working with REP participants, the CONTRACTOR shall motivate and mentor the participant and family, assess their needs, refer the participant to resources, and coordinate the participant's efforts in meeting their REP and CalWORKs requirements. This SOW provides information of the services the CONTRACTOR is required and services expected to be provided through establish partnership/collaborative relationships.

All provisions of the REP must be executed according to State/County rules and regulations, and Federal guidelines and standards. In operating this program, CONTRACTORS will be required to abide by all REP and applicable CalWORKs' policies and regulations.

CONTRACTOR must agree to fully comply with all applicable requirements of the REP – all regulations, rules and policies issued pursuant to the enabling statute(s); abide by all applicable ordinances, rules, policies, directives, and procedures adopted by the COUNTY for which the CONTRACTOR is provided actual or constructive notice as it relates to CalWORKs, Refugee Cash Assistance (RCA), General Relief (GR), and non-aided REP participants.

Note: GR participants will access employment services through REP, not through GROW.

CONTRACTOR, at no additional cost to the COUNTY, must link the REP refugee population to unique and specialized services they identify as beneficial to the refugee participant or their family, during the Family Appraisal. Said services must be offered by the refugee community, community-based organizations (CBOs), civic and faith-based organizations (FBOs).

CONTRACTOR shall identify employment opportunities with sustainable income levels (minimum wage or above) to assist participants in making a transition from public assistance to self-sufficiency, as well as meeting the COUNTY's initial (entry level) minimum wage rate (currently \$8.00), which is key performance measure. The COUNTY's entry level minimum wage is equivalent to the State mandated minimum wage.

CONTRACTOR shall provide an environment that is clean and businesslike, yet positive and motivational for participants. Staffs are required to perform their duties in a professional manner. Staff must welcome and assist participants in their job seeking activities, giving out job leads/referrals, following up on job interviews with employers, counseling participants on overcoming lack of confidence and self-esteem, and addressing their specific employment

barriers. CONTRACTORs must be able to work with all participants in a group, individually, or in a combination of both approaches.

CONTRACTOR staff is required to interact professionally with staff representing the COUNTY, other County contractors, community colleges, and other community partners. CONTRACTOR will ensure that all REP services furnished meet the participant's language needs and are oriented to the diversity of the participants in the region. CONTRACTOR will be responsible for the existing multi-language caseload within their service area.

### **1.1 Caseload Characteristics**

The current refugee caseload population is exclusively multi-language speaking, which consists of CalWORKs, RCA, and GR participants. Non-aided participants are eligible for REP services; however, at this time the current caseload does not include non-aided participants as reflected in the caseload percentage below. It consists of REP participants who have varying work history/histories or skills, childcare needs, transportation and ancillary needs and other specialized needs (e.g., domestic violence, substance abuse and mental health barriers), victims of trafficking, victims of crimes, and/or domestic violence in accordance with State mandates. A number of these participants may have some college education, while others have attended school for some length of time. However, a substantial number may have had no schooling. The majority of the refugee participants have poor to no English language skills. There are over 25 ethnic groups from 65 or more countries represented in this caseload, all of which are expected to be serviced by the CONTRACTOR. The estimated caseload is as follows:

<u>Participants</u>	<u>Current Estimated Caseload Percentage</u>
CalWORKs	72%
RCA	27%
GR	1%
Non-Aided	0%

The caseload consists of REP participants who are employed and unemployed. The COUNTY will assign REP cases to Contracted agencies based on the participant's geographical location and funding availability. CONTRACTOR(s) must serve all language needs within their respective service area.

In assisting this population CONTRACTORs are to be mindful of the barriers that participants must overcome. Examples of these barriers or needs include the following:

- Lack of English language skills
- Lack of native language literacy
- Lack of other basic education skills
- Low education level
- Lack of job skills
- Lack of childcare
- Lack of access to public transportation
- Domestic violence, mental health, substance abuse
- Lack of stable, affordable housing

- Lack of a support system
- Longer adjustment periods
- Feelings of isolation

## **1.2 Caseload Projections**

CONTRACTOR is to use projected caseload provided in the Statement of Work, Technical Exhibit A-4, which identifies the service area for Los Angeles' COUNTY REP.

The projections are the best available estimates of the workload prospective CONTRACTOR can expect to experience for the contract term. These projections by no means guarantee that the CONTRACTOR will receive this number of cases. Should the COUNTY experience higher than expected caseloads, the CONTRACTOR has no guarantee that the contract's firm fixed fee will be adjusted to reflect the unexpected workload increase, unless otherwise allowed under Contract, Sections 5.4 and 8.3.

Note: If any zip codes have been inadvertently omitted, DPSS/GAIN Program Division will have the responsibility of identifying which service area(s) those zip codes belong.

## **1.3 Overview**

CONTRACTOR is responsible for delivering flexible REP services to CalWORKs and non-CalWORKs participants as the needs of the program and participants change within the boundaries of Federal, State and County refugee guidelines.

The Refugee Employment Program is a program designed to provide culturally and linguistically sensitive employment and specialized services for refugees in an effort to assist them through the initial adjustment period following arrival into the United States with the goal to assist refugees to attain self-sufficiency.

Acculturation-focused services will be offered along with educational and employment activities. The acculturation services will be comprised of ongoing specialized services which will help the refugee population continue through their educational and training program while addressing the special needs that may prevent them from progressing, completing the program and, attaining employment and self-sufficiency.

Note: Refugee funds may not be used for long-term training programs such as vocational training or self-initiated programs that last for more than a year or educational programs that do not lead to employment within a year.

CONTRACTOR(s) is required to assess and calculate payment of supportive services (transportation and/or ancillary) needs for REP participants and make referrals to request authorization of payment to the DPSS review team involved in the COUNTY Approval Process. Payment request reviews and approvals/denials will be performed by COUNTY staff.

## **2.0 ELIGIBLE REP PARTICIPANTS**

Refugees can apply for benefits under the following programs:

### **CalWORKs**

The CalWORKs Program provides temporary financial assistance and employment focused services to families with minor children who have income and property below State maximum limits for their family size.

### **Refugee Cash Assistance**

Single refugee adults or couples who are not eligible for other welfare assistance may be eligible to receive Refugee Cash Assistance (RCA) for their first eight months in the United States (U.S.), eligibility for RCA is determined in accordance with Federal regulations and parallels eligibility requirements of the CalWORKs Program.

### **General Relief**

General Relief (GR) is a County-funded program that provides temporary cash aid to indigent adults and certain sponsored legal immigrant families who are ineligible for Federal or State programs.

GR may be used for the relief and support of Refugees when the period of eligibility for Refugee Cash Assistance (RCA) has expired. Eligibility for RCA benefits and Refugee Medi-Cal Assistance Only benefits expires eight (8) months after the Refugee's date of entry into the U.S.

- All GR regulations, including policies for aiding families and for providing special assistance to mentally disabled individuals, apply to time expired Refugees aided on GR.
- GR applications from time-expired Refugees are processed in the district office of residence.

NOTE: Refugees families must apply for CalWORKs first and if found to be ineligible, may then may apply for Refugee Cash Assistance and after becoming RCA time-expired, the families may apply for GR. RCA time-expired refugees may be aided under other Federal, State and/or County-funded programs, if otherwise eligible.

### **REP – Non-Aided**

Refugees are also eligible to receive employment-related services under the REP if they are not receiving any form of public assistance. Refugees registered for REP services would be tracked as Non-Aided participants who are unemployed refugees and not receiving any form of public assistance.

## **Non-Citizen Victims of Human Trafficking and other Serious Crimes**

Non-citizens who are victims of human trafficking, domestic violence, and other serious crimes in accordance with Senate Bill 1569 are also eligible to receive REP employment and/or pre-employment services under the State-only RCA Program.

### **3.0 HOURS OF PARTICIPATIONS**

#### **CalWORKs**

CalWORKs adults in a one-parent household are required to participate a minimum of 32 hours per week in work related activities. CalWORKs adults in a two-parent household are required to participate, a minimum of 35 hours per week in a combined effort of work related activities.

Note: Work participation hours for a two-parent household is 35 hours per week and may be combined through the shared efforts of both parents for work related activities to meet the required program participation hours.

#### **Refugee Cash Assistance**

RCA adults in a one-person household are required to participate a minimum of 32 hours per week. However, for employed participants, individuals working less than 32 hours a week are required to participate in a concurrent work related activity. For RCA adults in a two-person household (RCA couple), a minimum of 32 hours per week is required per person.

#### **General Relief**

The GR participant is required to meet a participation requirement of at least 20 hours per week.

Note: If any GR/Food Stamps (FS) employable household is actively participating in the REP, the individual is exempt from Food Stamps Able Bodied Adults without Dependents (ABAWD) work requirements.

#### **Non-Aided**

Non-aided participants are required to meet a participation requirement of at least 20 hours per week.

Note: For clarification purposes, the required hours of participation refer to the required number of hours a participant must be engaged in REP activities. For example, a CalWORKs single parent must meet a minimum of 32 hours of participation per week. Two-parent households must participate 35 hours per week. (MPP, Section 42-711.421 and Section 42-711.422) RCAs are required to participate 32 hours per week (Manual Policy & Procedures, Section 42-800.2, Welfare-to-Work Requirement for RCAs). GR and non-aided participants are required to participate in a minimum of 20 hours a week, but have the option to participate in excess of the mandatory minimum of 20 hours.

## **4.0 REP COMPONENTS AND ACTIVITIES:**

CONTRACTOR shall provide the required program services based on the REP CalWORKS/RCA/GR/Non-Aided status as it appears in the Statement of Work, Technical Exhibit A-12, and the Refugee Employment Program Component/Activity Responsibility Table in the Statement of Work, Technical Exhibit A-18.

### **4.1 REP Appraisal**

REP participants are required to participate in the appraisal as specified in California-DSS-Manual-EAS Manual Letter No. EAS-99-01, Section 42-711.522, as described in the GAIN Program Handbook. The CONTRACTOR shall provide to the participant a verbal explanation and in writing the following as part of the first component of the REP:

- The general description and requirements to participate in Welfare-to-Work activities.
- A general description of the Welfare-to-Work program, available activity components, supportive services, and child care.
- A general description of the rights, duties, and responsibilities of the participants.
- All REP participants must be informed of available mental health, domestic violence (DV) and substance abuse services. The Domestic Violence Information sheet must be reviewed with every participant and signed. In addition, a copy of the DV Referral Sheet must be provided to the participant. For mental health and substance abuse, each participant must be screened using the Screening for Substance Abuse and Mental Health form.
- During the appraisal, the individual shall provide information about their employment history and skills, the need for supportive services, and any other relevant information the CONTRACTOR requires in order to assign Welfare-to-Work activities appropriately.
- If the CONTRACTOR denies an individual's request to continue in a Self-Initiated Program (SIP), the CONTRACTOR shall notify the participant in writing that the SIP was denied, the reason(s) for the denial, and the right to appeal the denial.

### **4.2 Self-Initiated Program**

A Self-Initiated Program (SIP) is an undergraduate degree or certificate program that leads to employment, a post-baccalaureate degree program for a California teaching credential, and is considered a demand occupation. The participant must be enrolled in a SIP prior to the REP Appraisal and cannot exceed one year of participation. One year of participation in a SIP component begins on the date of appraisal or the first day of class following the date of appraisal.

Restrictions to SIP eligibility are:

- Must be enrolled in a SIP prior to REP appraisal appointment,
- Sip must lead to employment/be considered a demand occupation, and
- For RCA's only cannot exceed a 1 year education program.

Note: RSS/TA Funding will not be used for tuition costs and cannot be used for REP SIP participation that exceeds one year. However, there is an exception for the CalWORKS refugees, who can continue in their SIP activity for longer than one year. Self-Initiated Program (SIP) regulations apply to both CalWORKs and non-CalWORKs REP participants. The only exception is that CalWORKs REP participants are allowed to participate in a SIP for longer than one year.

Full-time students in a college program in an institution of higher education are not eligible for RCA.

#### **4.3 REP Orientation**

CONTRACTOR must refer newly assigned REP participants to REP Orientation services prior to assignment into any other component. REP Orientation includes a series of motivational techniques as well as a quick overview of the REP and is to be provided by the Job Readiness and Career Planning Services contractor (currently the Los Angeles County Office of Education (LACOE)), as part of the first day of Job Club.

#### **4.4 Job Club**

Job Club is a three-week activity beginning with a week-long job-finding skills class/workshop, followed by two weeks of active, supervised job search. CONTRACTOR must refer REP participant to an approved Contractor for job club activity.

Note: REP participant, “on a case by case basis” may have the option of shortening or bypassing Job Club/Job Search Activities, if determined with input from participant and Job Club Facilitator that the participant may not benefit from participating in Job Search.

#### **4.5 Vocational Assessment**

CONTRACTOR shall refer participants who have not obtained full-time unsubsidized employment or part-time employment at the end of the job search period described above or participants who have optioned to bypass Job Club because it was determined that the Job Club component would not benefit the participant, to County approved Vocational Assessment providers for Vocational Assessment. The Vocational Assessment component is a one day component. Participants in an approved, full-time SIP program are an exception and shall not require a Vocational Assessment. CONTRACTOR shall utilize the Employment Plan established by the results of the Vocational Assessment when referring the participant to Post Assessment Activities.

#### **4.6 Post Assessment Activities**

##### **a. Learning Disabilities Diagnosis Screening/Evaluation/Diagnosis (LD)**

A Learning Disabilities Diagnosis Evaluation is a formal identification of the specific nature of a learning disability, or a co-existing disorder that could extend

beyond the testing and measuring of aptitudes, performance, and vocational interests that are associated with a learning disabilities evaluation/screening.

**b. VESL**

Vocational English-as-a-second-language (VESL) is an intensive instruction program designed for limited or non-English speaking participants.

Note: VESL services can be provided by a REP CONTRACTOR or another contractor as long as their institution is accredited.

**c. Remediation**

Basic education courses for high school diploma, GED, ESL and/or literacy improvements.

Note: English language instruction must be concurrent with an employment services activity under RSS/TA funding.

**d. Limited English Proficiency (LEP)**

The Limited English Proficient (LEP) Program training for REP CalWORKs participants is a vocational training program that focuses on the Limited English Proficiency of a participant and designed to strengthen employer's linkage with the various LEP programs, as well as develop new and innovative LEP programs.

Note: LEP services can be provided by a REP CONTRACTOR or another contractor as long as their institution is accredited. Program is dependent on the availability of funding.

**e. WEX – Work Experience**

Work experience (WEX) is a job component in which a participant receives a non-salaried position in a public/private for profit or non-profit organization. WEX provides on-the job training, behavior skills, acquisition of new skills and enhancement of existing skills. It also provides the participant with an employment reference when seeking employment. The duration of the WEX component is limited to three to six months.

**f. Vocational/Education Training**

Vocational education and training, includes, but is not limited to, occupational skills training at community colleges, regional occupational centers and regional occupational programs. Participants will receive a certificate upon completion. This program component involves vocational training, which will lead to gainful employment and has opportunities for growth.

Vocational education and training also can include Vocational English-as-a-second-language (VESL), which is intensive instruction in English for limited or non-English speaking participants.



Vocational education/training is restricted to the results of the employment plan established by the vocational assessment mutually agreed upon by the participant and assessor.

Note: RSS/TA Funding will not be used for tuition costs and cannot be used for REP vocational education/training participation that exceeds one year. However, there is an exception for the CalWORKS refugees, who can continue in their vocational education/training activity for longer than one year.

#### **g. Post-Employment Services (PES)**

Post-Employment Services are a provision of supportive services for full-time employed participants. It is designed to promote the attainment of wages which enable self-sufficiency. PES must be offered to CalWORKs and former CalWORKs participants. CalWORKs participants are entitled to PES during their 60-months of CalWORKs eligibility. Former CalWORKs participants are defined as participants who have been terminated or have reached their 60-month time limit. Former participants are eligible for PES for 12 months following date of case termination.

#### **h. Post Time Limited Services (PTL)**

Los Angeles County offers CalWORKs post-time limit services to individuals who have transitioned off aid due to time limits. Services are subject to the availability of funds. The services begin upon the participant's termination from CalWORKs.

PTL Job Intern (JI) is a sub-activity within the Community Services Component, in which participation is voluntary and contingent upon the participant's agreement to participate in a community services activity.

Job Intern, as part of the Post Time Limited Program is a temporary voluntary and transitional activity that is performed in the public or private nonprofit sector under close supervision of Job Intern providers. Job Intern activities are intended to provide participants with hard and soft job skills that can lead to unsubsidized full-time employment and self-sufficiency.

### **4.7 Concurrent Activities** *(May contribute to participation hours)*

#### **4.7.1 Family Appraisal**

Holistic approach to assessing the impact of the family needs on the individual quest for attaining employment and self-sufficiency in a new environment. Utilize the REP Family Appraisal Interview Tool, Technical Exhibit A-13 of this Statement of Work, to evaluate teen, parenting, health, housing, social and other family issues that have a bearing on the individual's ability to focus on training and obtaining employment. The family appraisal will also act as a pre-screening for Welfare-to-Work Activities, specialized supportive services (substance abuse, mental health, and domestic violence).

A family self-sufficiency plan will be developed for each REP participant receiving services under the RSS and TA funding. The family self-sufficiency plan must include:

- a. A determination of the income level a family would have to earn to exceed its cash grant and move into self-support without suffering a monetary penalty.
- b. A strategy and timetable for obtaining that level of family income through placement in employment of sufficient numbers of employable family members at sufficient wage levels.
- c. Employability plans for every employable member of the family.
- d. A plan to address the family social services needs that are barriers to self-sufficiency.

Note: DPSS at its sole discretion may revise the Family Appraisal Tool as it is deemed appropriate and beneficial to the refugee population.

**A. Refugee Family Support Services**  
*(Do not contribute to participation hours)*

Activities designed to address the needs of the refugee family as it relates to the findings of the Family Appraisal.

Examples of Social/Cultural Services that may be offered and/or referral made through Refugee Family Services:

- Counseling for children, teens, and adults with adjusting to their new city, county, state, and country;
- Services may include: Assisting parents with navigating through the school systems and understanding their role and the expectations in educating their children;
- After-school programs;
- Services for pregnant teens;
- Link the elderly with needed services and language skills;
- Family mentoring;
- Peer-counseling for asylees, address the trust factor and build confidence;
- Any services determined to be appropriate and needed for the family.

**4.7.2 Life Skills Workshops**

Life Skills/Acculturations workshops will be incorporated into the Refugee Family Services, Job Club/Job Search and any other curriculum that deems the workshops needed and appropriate. Life Skills workshops consists of survival skills workshops for refugee participants that address topics such as: landlord/tenant relations, basic legal education to assist with maneuvering through the system, i.e., labor law, acceptable work environment, gender law and equal rights of employment, acceptable professional work ethics, etc. The Life Skills workshops will be facilitated twice a week.

#### Life Skills Social/Cultural Orientation Workshops:

- LSO #1: Nutrition
- LSO #2: Housing standards
- LSO #3: Home maintenance
- LSO #4: Household budgeting
- LSO #5: Economic self-sufficiency
- LSO #6: Citizenship

#### Life Skills Social/Cultural Pre-Employment Workshops:

- LS #1: Work Environment
- LS #2: Work Ethics
- LS #3: Wages/Compensation
- LS #4: Employment Benefits
- LS #5: W-2/Taxes
- LS #6: Evaluations
- LS #7: Earned Income Credit
- LS #8: Labor Laws/Relations
- LS #9: Gender law
- LS #10: Sexual Harassment
- LS #11: Tenants' Rights
- LS #12: Credit/Consumer Education
- LS#13: Immigration

#### Enhanced Life Skills Social/Cultural Post-Employment Workshops:

- ELS #1: Time Management
- ELS #2: Conflict Resolution
- ELS #3: Arranging for back-up child care
- ELS #4: Arranging for back-up transportation
- ELS #5: Reassessing Education/Training
- ELS #6: Rules/Working with Supervisor
- ELS #7: Adjusting to Change in the Workplace
- ELS #8: Flexibility in the Workplace
- ELS #9: Interpersonal Skills

Note: CONTRACTOR may invite someone from the community to make a presentation to the refugee participants (i.e. workshop on women's rights.) DPSS reserves the right to approve all workshop curriculum in advance.

#### **4.7.3 Flex Job Services**

Job Club, Supervised Job Search, and Job Services may be provided concurrently on a part-time basis with any other REP CalWORKs eligible activity or to supplement a participant's part-time employment.

#### **4.7.4 Transitional Subsidized Employment (TSE)**

The goal of TSE is to assist REP CalWORKs participants to secure employment through participation in transitional subsidized employment, Paid

Work Experience (PWE), On-the-Job Training (OJT), education and employment training.

Many participants can benefit from the TSE program. This includes but is not limited to participants who are:

- Unemployed and with little or no work experience;
- Working part-time; or
- Working full-time and continuing to receive cash aid.

All CalWORKs participants are eligible for TSE. Priority shall be given to participants who have:

- Reached or are about to reach the CalWORKs 60-month time limit identified in the 51-Month Listing;
- Recently entered the REP and have not found a full-time employment; or
- Have not been to Vocational Assessment in the 12 months or more.

Participants may engage in one or more of the following TSE activities:

Education and Employment Training is a short-term vocational program.

PWE is a wage subsidy work experience assignment that combines part-time employment with employer-linked education/training programs.

OJT is an employment and training program that is partially subsidized and paid for by the employer. Participants enrolled in OJT receive job skills training from an employer. Upon completion of their training, it is expected participants will be retained by the employer.

The above activities are post-assessment activities; therefore, participants identified as potentially eligible for TSE must be referred to Vocational Assessment prior to being referred to a WorkSource Center.

Note: Subsidized employment is not to be considered when counting employment placements. On-The-Job Training is a service offered only in the TSE Program. The TSE Program is dependent on the availability of funding.

#### **4.7.5 Post Employment Career Assessment**

Post Employment Career Assessment is a plan that includes the path for moving a REP participant from a job, to a better job, and on to a career.

#### **4.7.6 Clinical Assessment**

Clinical Assessment is a mandatory Welfare-to-Work activity when a participant has answered “Yes” to any one of the questions on the Screening for Substance Abuse and Mental Health, or when there is an

observed behavior which leads the CONTRACTOR to believe that mental health or substance abuse services may be needed. Participant's consent is not needed for a clinical assessment referral.

Note: There is no clinical assessment for domestic violence other than self-disclosure.

#### **4.7.7 Professional Development**

A professional development program has been design to meet the unique individual needs of the refugee population. Assistance with skill recertification and retraining to meet employer and licensing requirements will be provided.

#### **4.7.8 Employment Retention Services**

Assistance with employment retention services such as on-the-job visitation by a Case Manager to ensure participants have the necessary skills (time management, conflict resolution etc.) to stay employed and knows how to access various resources to upgrade their skills. The CONTRACTOR will be responsible for designing and implementing their agency's Employment Retention Services.

#### **4.7.9 College Work Study**

As a result of TANF reauthorization, community colleges were granted funds to augment and expand their work-study for the Spring 2007 semester, job development and job placement program. If continued beyond the Spring 2007 semester, expansion of this program will provide an opportunity for CalWORKs students to engage in a work study assignment that, in combination with their hours of education, will enable them to meet their 32-35 hour work participation requirement.

CONTRACTOR shall provide available program marketing tools promoting the benefits of the program to REP CalWORKs participants who are enrolled in a community college. If interested, REP participant student shall be referred to the community campus liaison for consideration for a work study slot. Information shall be exchanged between the community college and REP CONTRACTOR on placement and employment verification shall be obtained. See the DPSS and Corresponding LAC-5 Colleges List, Technical Exhibit A-14 to this Statement of Work.

Note: Participation in Work Study Program is based on the availability of funds.

#### **4.7.10 Home Visit Outreach**

The Home Visit Outreach program is intended to assist REP participants, with or without specialized supportive services needs, who are at risk of being financially sanctioned or who are currently sanctioned (grant reduction). The program provides CONTRACTOR Case Managers with an additional opportunity, to establish contact and engage participants in identifying and

accessing the appropriate services to overcome barriers, enable them to complete their REP component and move towards self-sufficiency.

Outreach for this group is provided by the CONTRACTOR case manager, as needed. The program outreach efforts consist of proactive efforts to establish contact with the participant through telephone calls, home visit appointment letters and home visits. If the participant does not respond to the telephone contacts, the CONTRACTOR Case Manager must mail a letter to the participant notifying him/her of a scheduled home visit. Attempts to reach the participant by phone shall continue.

#### **4.8 Additional Supportive Concurrent Activities** *(Activity hours cannot contribute to participation hours)*

##### **4.8.1 Evaluation of Records**

Services will include the validation of another country's degree to acceptable American standards of education. Special attention will be given to refugees/participants with degrees from universities that are no longer in business as a result of a change in regime within a country.

##### **4.8.2 Social Adjustment Services**

- Emergency Services – Assessment and short term counseling for individual and families in crisis and referral to appropriate resources (**See Clinical Assessment**).
- Health-related Services – Assistance with scheduling and obtaining services based on physical/psychological and social needs. This includes special education and emphasis on availability of domestic violence, substance abuse, and mental health services.
- Translation & Interpreter Services – Assistance with accessing various available resources and services within the community to help participants secure employment.

##### **4.8.3 Outreach Services**

Outreach in ethnic communities to introduce various available resources and services to the refugee population and assist them accessing those services.

##### **4.8.4 Mentoring (Family)**

Mentoring services are available to all participants. Participants shall be paired with other successful and professional refugees within the community. Development of internship programs within the community and organizations with successful employees who were former refugees.

##### **4.8.5 Citizenship and Naturalization Preparation Services**

Referral-based program in which REP participants have the opportunity to take citizenship preparation classes at a local community college,

vocational/adult school or provider agency with the appropriate accreditations and credentials. These classes prepare participants for the history examination administered by the United States citizenship and Immigration Services (USCIS), and the interview. The Citizenship and Naturalization segment and LS #13 shall be offered to REP participants who are approaching their 60-month REP time limit, participants who are covered under the RSS Waiver, and senior citizens who are receiving Social Security Income.

Life Skills Workshops: LS #13: Immigrations legal Services.

## **5.0 RESPONSIBILITIES**

### **5.1 Contractor Personnel**

#### **A. Contract Manager**

The CONTRACTOR will provide a Contract Manager and alternate who will act as primary liaison with DPSS and be responsible for the overall management and coordination of this contract. The Contract Manager and alternate shall be identified in writing prior to contract award and at any time thereafter a change of Contract Manager or alternate is made. Specifically, the CONTRACTOR Manager, or his/her alternate, shall:

- Have full authority to act for the CONTRACTOR on all contract matters relating to the daily operation of this contract.
- Be available between 8:00 a.m. and 5:00 p.m., Monday through Friday, except County holidays.
- Be able to read, write, speak, and understand English fluently.

#### **B. Other Contractor Personnel**

The CONTRACTOR shall:

- Identify, under sworn statement, all CONTRACTOR employees who are receiving public assistance and ensure that any employee receiving public assistance has met his/her reporting responsibility to the COUNTY and has no access to COUNTY and Contractor records of any friends, relatives, business relations, personal acquaintance, tenants, or any individual whose relationship could reasonably sway his/her conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of case documents.
- Be responsible for removing and replacing, within twenty-four (24) hours, any CONTRACTOR employee performing services under the contract and insuring that such individual's duties are satisfactorily performed until a replacement can be arranged, when reasonably requested to do so by the County Contract Administrator. Such a request will come from the County Contract Administrator and will be consistent with Contract Section 7.0, Administration of Contract - CONTRACTOR.
- Furnish supervisory, administrative, and direct labor personnel to accomplish all work required by the contract.

- Provide bilingual, culturally sensitive staff for all public contact positions.
- In addition to ensuring that all CONTRACTOR personnel met any necessary requirements, CONTRACTOR will ensure that all case managers meet the minimum requirements listed in the Statement of Work, Technical Exhibit A-11.
- Have an active recruitment program that will ensure staff turnover is promptly addressed.

C. Contractor Case Management Operations and Services Staff

The CONTRACTOR shall provide and ensure there is sufficient staff, including bilingual personnel with the professional background, training, and experience to provide the services required by this contract.

D. Required Positions

CONTRACTOR shall be required to provide the following positions:

- Case Managers (equivalent to the County's GAIN Services Workers). Note: case managers are to meet the minimum requirements listed in Minimum Requirements for Case Managers, Technical Exhibit A-11 to the Statement of Work.
- Case Manager Supervisors (equivalent to the County's GAIN Service Supervisors).
- One Job Developer to focus on proactively finding job leads appropriate to the REP population. The Job Developer shall also coordinate with community colleges and CalWORKs offices in identifying job openings or opportunities for participants.
- One Specialized Supportive Services (SSS) to serve as the CONTRACTOR's primary contact on issues related to SSS.
- Appropriate clerical support to assist unit operations and other administrative duties.

## 5.2 Key County Personnel

A. County Contract Administrator (CCA):

The COUNTY will designate one (1) person who will act as the County Contract Administrator (CCA) for the COUNTY. Specifically, the CCA shall:

- Have full authority to monitor the CONTRACTOR's performance in the daily operation of this contract.
- Provide direction/serve as liaison to the CONTRACTOR in areas relating to policy, information, and procedural requirements.
- Negotiate with the CONTRACTOR on changes in service requirements pursuant to Contract Section 8.6, Changes and Amendments of Terms.
- Inform the CONTRACTOR of the name, address, and telephone number of the CCA, in writing, at the time this contract is awarded, and at any time thereafter a change of CCA is made.



- Inform the CONTRACTOR of the name, address, and telephone number of the County Quality Assurance Evaluator (QAE), in writing, at the time this Contract is awarded, and at any time thereafter a change of QAE is made.
- Not be authorized to make any changes in the Standard Terms and Conditions of the contract or to obligate Los Angeles County in any way whatsoever.

B. Quality Assurance Evaluator (QAE):

The COUNTY will designate one (1) or more persons who will act as a Quality Assurance Evaluator(s) for the COUNTY on all services, requirements, and deliverables pertinent to the contract and monitor the CONTRACTOR's performance under the contract using the quality assurance procedures established in Statement of Work, Technical Exhibit A-1 Performance Requirements Summary, or any other procedures that may be necessary to ascertain that the CONTRACTOR is in compliance with this Contract. One of the QAE staff may also be the CCA. Specifically, the QAE shall:

- Ensure that services, requirements, and deliverables of the contract are met and evaluate the CONTRACTOR's performance under this Contract.
- Advise the CCA as to the CONTRACTOR's performance in areas relating to services, requirements, and deliverables.
- Not be authorized to make any changes in the terms and conditions of this Contract or to obligate the COUNTY in any way whatsoever.

C. GAIN Program Analyst

COUNTY shall provide an analyst to work with the CONTRACTOR on questions related to GAIN Program, REP, and/or GAIN operations.

D. Contract Monitor(s)

COUNTY shall provide Contract Monitor(s) that will monitor all provisions under the contract. Monitoring includes, but is not limited to Administrative Monitoring primarily involving with the contract's terms and conditions, Fiscal Monitoring primarily related to the contract's fiscal provisions, and Service Delivery Monitoring primarily related to the contract's Statement of Work and Performance Requirement Standards.

E. GAIN Issuance Monitors

COUNTY shall provide GAIN Issuance Monitors (GIMs) that will monitor all provisions under the contract. GIMs are DPSS personnel who have administrative authority to monitor supportive services issuances (transportation, ancillary, and child care expenses) of \$150 and Security Monitoring related to potential breaches in security.

F. Issuance Review Staff

COUNTY shall provide DPSS staff to conduct a mandatory County level monetary Issuance Reviews upon Contracted Case Managers

recommendation and prior to approval. Current County policy requires that all benefit issuances authorized by CONTRACTOR staff must be reviewed by two County employees. Accordingly, the COUNTY shall provide staff to conduct these reviews and provide guidance when approval requests require additional verification and/or information.

G. Compliance Review Staff

COUNTY shall provide GAIN Services Worker (GSW) for the purpose of conducting the compliance review for REP. State regulations mandate that COUNTY personnel evaluate the CONTRACTOR's recommendation and verify documentation in an effort to maintain program integrity.

### **5.3 Quality Control**

The CONTRACTOR must establish and utilize a comprehensive Quality Control Plan to assure the COUNTY of a consistently high level of service quality and job placements throughout the term of this Contract. The Plan shall be submitted to the CCA for review and approval within ten (10) business days of Contract execution. The Plan shall be effective on the Contract start date and will be updated and re-submitted for CCA approval as changes occur. The plan shall include, but not be limited to, the following:

- The method for ensuring the services, deliverables, and requirements defined in the contract are being provided at or above the level of quality agreed upon by the COUNTY and the CONTRACTOR.
- A method for assuring that professional staff rendering services under this contract has the necessary prerequisites.
- The method for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.
- A commitment to provide to the COUNTY upon request a record of all inspections, the corrective action taken, the time and problem is first identified, a clear description of the problem and the time elapsed between identification and completed corrective action.
- The method for continuing to provide services to the COUNTY in the event of a strike or other labor action of the CONTRACTOR's employees.
- The method of safeguarding the integrity of the COUNTY's WtW/GAIN/REP by actively preventing against all forms of fraud.

### **5.4 County Quality Assurance Plan**

The COUNTY or its agent will evaluate the CONTRACTOR's performance under this Contract on no less than an annual basis, with at least one visit being an onsite occurrence. Such evaluation will include assessing the CONTRACTOR's compliance with all contract terms, Program Standards and Performance Outcome Measures (Section 6.0 of this Statement of Work), and Performance Requirements Summary (Statement of Work Technical Exhibit A-1). The Performance Requirements Summary provides an overview of the monitoring approach and techniques that may be used in monitoring this Contract. CONTRACTOR's deficiencies, which the COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected, may be reported to the Board of

Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

Performance evaluation meetings shall be held jointly by DPSS and the Contract Manager as often as deemed necessary by the CCA. However, if a Contract Discrepancy Report (Statement of Work Technical Exhibit A-2) is issued, at the discretion of the CCA, a meeting shall be held within five (5) business days, as mutually agreed, to discuss the problem.

Action items from any Performance Evaluation Meeting shall be prepared by the CCA and signed by the Contract Manager and CCA. Should the Contract Manager not concur with the action items, he/she shall submit a written statement to the CCA within ten (10) business days from the date of receipt of the signed action items. The Contract Manager's written statement shall be attached to the CCA's action items and be a part thereof. Failure to do so shall result in the acceptance of the action items as written. If any dispute is still unresolved, the decision of the CCA will be final.

## **5.5 Hours of Operation**

CONTRACTOR will be available during COUNTY's regular business hours of Monday through Friday between 8:00 a.m. and 5:00 p.m. to respond to COUNTY inquiries and to provide REP case management services. COUNTY may require flexible, non-traditional hours. This may require a change in the hours of operation which shall be accommodated by CONTRACTOR at no additional cost to the COUNTY and approved by the COUNTY.

CONTRACTOR is not required to provide services on County-recognized holidays. The CCA will provide a list of County holidays to CONTRACTOR at the time the Agreement is approved, and at the beginning of each calendar year.

## **5.6 County Furnished Items**

All County furnished items are provided by the COUNTY for the duration of the contract only, and solely for the performance of this contract. The COUNTY shall provide no materials, equipment, and/or services necessary to perform case management, except as identified below.

### **A. Complaints**

The COUNTY will provide a procedure through which a REP participant shall have the opportunity to present a complaint or grievance about the CONTRACTOR's services, including Civil Rights Complaints.

### **B. Information Technology (IT)**

The COUNTY will provide, or cause to be provided, at no cost to the CONTRACTOR(s), the following Information Technology:

- One REP Computer system (GEARS) for each case manager, supervisor and other necessary personnel, as deemed necessary by the COUNTY.
- One LEADER terminal for each CONTRACTOR site as deemed necessary by the COUNTY.
- One Lotus Notes or comparable e-mailing/database system to each CONTRACTOR staff deemed essential by the COUNTY in having access to this system.
- Corresponding User Policy and Agreement forms to ensure the systems are safeguarded against misuse.
- Internet access.
- Necessary service and upkeep on the systems.
- Any additional IT resources deemed necessary by the COUNTY.

An inventory of all COUNTY-furnished equipment, computer terminals, personal computers (PCs) and furniture shall be initially established by the COUNTY and verified by the CONTRACTOR at start-up. The CONTRACTOR shall thereafter maintain the inventory. At contract termination, all COUNTY provided space, furniture, and equipment shall be returned to the COUNTY.

For all COUNTY equipment located at CONTRACTOR's facilities, CONTRACTOR shall provide sufficient security measures for GEARS, the LEADER terminal, and COUNTY provided software to ensure that they are secure, and confidentiality of REP participants' information and records is maintained. CONTRACTOR shall likewise provide all security necessary for any computer terminal containing GEARS or any COUNTY database, e-mail, or COUNTY provided software, including securing access and ensuring that confidentiality is maintained. CONTRACTOR shall provide security sufficient to protect all COUNTY data in any media. All data must be password protected to ensure only authorized staff have access. CONTRACTOR shall also meet any additional security measures as required by COUNTY. CONTRACTOR's security measures must be pre-approved by COUNTY.

CONTRACTOR shall report in writing to the CCA immediately upon discovery, the loss or theft of COUNTY supplied computer equipment, software, and supplies. For stolen equipment, CONTRACTOR shall contact the local law enforcement agency and submit a copy of the police report to the CCA. If damages to equipment and/or theft of equipment occur due to the CONTRACTOR's negligence as determined by the COUNTY, the CONTRACTOR shall be responsible for the cost of repairs/replacements and will be billed by the COUNTY for damaged County equipment. Unannounced site inspections may be made by DPSS Property Management and/or other County or local government personnel (fire, city, etc.).

CONTRACTOR must maintain the security and integrity of GEARS and LEADER by having up-to-date GEARS and LEADER User Agreements (provided by the COUNTY) on-file for each end-user and disallowing the sharing of access codes and passwords between staff. CONTRACTOR shall ensure that only authorized CONTRACTOR personnel are permitted access to GEARS, the LEADER terminal, and COUNTY database.

The COUNTY must evaluate and approve all software or tools used in the operation or support of the REP Case Management Operations. All approved software must be compatible with County standards and hardware and software standards.

C. Maintenance Repair and Replacement

COUNTY shall provide maintenance, repair and/or replacement due to normal wear and tear of GEARS and LEADER related equipments:

- COUNTY shall provide maintenance, repair and/or replacement due to normal wear and tear of COUNTY furnished equipment. CONTRACTOR shall be responsible for repair and replacement costs for COUNTY furnished equipment that is damaged due to CONTRACTOR's abuse or carelessness, as determined by COUNTY.

Once installed, any relocation of GEARS, upon CONTRACTOR's request, shall be at CONTRACTOR's expense. CONTRACTOR shall provide a minimum of sixty (60) days prior written notice to COUNTY of a planned equipment move. CONTRACTOR shall provide a dedicated electrical circuit for COUNTY required computer equipment.

Relocation of GEARS once installed, upon COUNTY's request, shall be at COUNTY's expense.

CONTRACTOR shall be responsible for all expenses, such as rewiring and telephone circuit re-routing for the relocation of GEARS equipment if the relocation is not required by COUNTY.

CONTRACTOR shall not install software or screen savers on COUNTY provided Personal Computers (PCs). Any installation, de-installation or re-installation of required software and movement of equipment shall be made by COUNTY-managed technicians. Requests for these services shall be made to the DPSS Technical Support Center. Any service calls required because of CONTRACTOR's staff modifying the configuration of software on the PCs shall be the expense of the CONTRACTOR.

CONTRACTOR shall have an information technology contact/staff member available to facilitate the COUNTY's installation of GEARS and the LEADER terminal, and necessary software. CONTRACTOR shall provide to COUNTY the name, title, and necessary contact information of said information technology contact/staff member prior to the installation of GEARS and the LEADER terminal, and necessary software. CONTRACTOR shall notify COUNTY within one (1) business day of any change in CONTRACTOR's information technology contact/staff member.

D. Training

The COUNTY shall provide mandatory training comparable to that received by COUNTY GAIN staff. COUNTY will provide initial training to CONTRACTOR staff at the onset of the initial Contract term, which will include the following:

- REP Training.
- REP Policies and Procedures Training.
- GEARS System Training.
- LEADER Training.

- Fraud Training.
- Civil Rights Training.
- Case Management 101.

Case Management Training will focus on increasing participation while ensuring that each participant is assigned to activities appropriate to his/her individual circumstances, on motivational interviewing, and on the CalWORKs/REP philosophy which emphasizes employment, education/training, specialized supportive services, and other Welfare-to-Work activities. The training will also address good cause and exemptions, as well as ways to prevent the imposition of sanctions.

The COUNTY may add mandatory trainings required of all CONTRACTOR staff, as deemed necessary by the COUNTY. Subsequent to initial hiring, CONTRACTOR will be responsible for providing orientation and GEARS training for CONTRACTOR staff on an ongoing basis.

E. Materials

The COUNTY shall supply to the CONTRACTOR:

- DPSS Operations Handbook, Section 21, Civil Rights Program, Civil Rights Handbook and Desk Reference Guide.
- Applicable DPSS Policies.
- Web GAIN Program Handbook.
- Los Angeles County Auditor-Controller Handbook.
- Los Angeles County Fiscal Manual, as deemed appropriate by the COUNTY.
- Office of Refugee Resettlement Regulations.
- Refugee Program Bureau Guidelines.
- A supply of Civil Rights Complaint forms, PA 607 (for use by GAIN referred participants in reporting civil rights complaints), and all other County-required forms in the various Threshold Languages.
- Required Posters.
- A list of County-observed holidays.
- Materials and videos for staff training.
- DPSS hiring guidelines for CONTRACTOR use in assessing the appropriateness of hiring Contracted staff under this Contract.

F. Public Assistance

The COUNTY will continue to provide CalWORKs and RCA financial assistance to eligible participants. The lifetime limit for adult CalWORKs assistance is 60 months, with certain exceptions identified in State law. Adults receiving RCA financial assistance are eligible to eight consecutive months from date of entry.

G. Language Line Accounts

CONTRACTOR must provide linguistically and culturally sensitive services to all participants. CONTRACTOR is required to have staff that speaks the

language if the language spoken by a specific group of non-English speaking participants is five percent or more of CONTRACTOR's caseload. CONTRACTOR must hire language appropriate staff when the specified language represents five (5) percent or more of the CONTRACTORs total caseload. Access to the language line upon DPSS approval is reserved for situations where the CONTRACTOR has participants who are non-English speaking, but the language these participants speak is shared by less than five percent of the CONTRACTOR's caseload. The CONTRACTOR shall not use this resource in meeting the primary language needs in its awarded Service Area. The COUNTY shall monitor compliance with Language Line usage. Any misuse of this resource shall not be tolerated and costs will be deducted from the CONTRACTOR's payment.

Note: Language line cannot be used if five (5%) percent of the CONTRACTORs total Program Caseload utilize the language at issue.

H. Emergency Issuances

The COUNTY shall provide procedures allowing for emergency issuance of REP benefits (i.e., transportation and ancillary/work-related expenses.) These procedures will involve referrals to COUNTY staff for the approval of emergency issuance of cash, checks, or tokens in the CONTRACTOR's office.

I. Contract Discrepancy Reports

Verbal notification of a contract discrepancy will be made to the Contract Manager or designee as soon as possible whenever a contract discrepancy is identified. The Contract Manager shall resolve the problem within a time period agreed upon by the COUNTY and the CONTRACTOR.

The CCA will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the CONTRACTOR is required to respond in writing to the CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted within ten (10) business days.

J. Office Space/Furnishings

COUNTY, in its sole discretion, may provide CONTRACTOR with office space within COUNTY offices sufficient for the following items: a desk, a chair, a telephone, and a computer terminal.

COUNTY will attempt to make parking available to colocated CONTRACTOR staff. Colocated staff shall wear identification badges provided by COUNTY in compliance with building security measures.

## 5.7 Contractor Furnished Items

### A. Equipment/Supplies

The CONTRACTOR shall provide training materials, supplies, and support equipment necessary to perform all services required by this Statement of Work and adhere to all requirements imposed on the CONTRACTOR by the contract. The CONTRACTOR shall also provide office-related items such as personal computers, printers and monitors, fax machines, photocopy machines, video tape players (e.g., VHS players) and monitors, and other program-related items, as required by the COUNTY. Equipment purchased with contract funds will be considered COUNTY property. All purchases must be reported to the COUNTY for tracking purposes.

### B. Materials

The CONTRACTOR shall post in each CONTRACTOR facility, where they are easily accessible to employees and REP participants, Equal Employment Opportunity (EEO), State-approved Nondiscrimination in Services notices, and any other required notices, per instructions of the CCA. The CONTRACTOR may obtain EEO notices from:

U.S. Equal Employment Opportunity Commission  
255 East Temple Street, 4<sup>th</sup> Floor  
Los Angeles, California 90012

### C. Facilities and Maintenance

The CONTRACTOR shall provide one or more facilities for the Service Area in which they are providing services. The facility(ies) shall be located within a travel time of one-hour (one way) via public transportation to all participants served within the Service Area.

CONTRACTOR shall provide all furniture, equipment, maintenance, security, telephone installations, parking and other services necessary for the operations of the facility as a REP site.

CONTRACTOR shall, at minimum, make available an area for each COUNTY staff to conduct reviews. At minimum, this area shall include a desk and a COUNTY installed data jack.

Facilities must be clean, well lit, and provide a business-like environment for all REP CalWORKs and non-CalWORKs participants. Additionally, CONTRACTOR shall be able to provide services during regular business hours as defined by the COUNTY. CONTRACTOR shall maintain the same hours and days of operation applicable to the COUNTY.

Each CONTRACTOR public contact office must post universal directional and/or multilingual directional signs, informational signs and posters as required by the California Department of Social Services (CDSS) Manual of Policies and Procedures, Division, 21. (This can be accessed at



[http://www.dss.cahwnet.gov/ord/CDSSManual\\_240.htm](http://www.dss.cahwnet.gov/ord/CDSSManual_240.htm).) The CONTRACTOR shall also provide an environment readily accessible to individuals with disabilities as described in the following: Title II of the Americans with Disabilities Act of 28 CFR Part 35, Appendix A of 28 CFR, which contains ADA Accessibility Guidelines that govern the physical accessibility requirements of state and local governments, and Title 24 of the California Code of Regulations (CCR), Parts 1, 2, 3, 5, 8 and 12, which contain the regulations governing structural accessibility for individuals with disabilities in public facilities in the State of California.

## **5.8 Specific Tasks and Deliverables**

The CONTRACTOR must be flexible in furnishing the necessary services to participants as the program and participant needs change within the bounds of “applicable REP policies and regulations.”

In addition to any other requirements outlined in this Statement of Work the CONTRACTOR shall:

1. Provide services in accordance with the Contract and Statement of Work (Attachment A to the Contract).
2. CONTRACTOR shall ensure GEARS is updated to allow for automated assignment to the appropriate REP activity, when possible. If not possible, the CONTRACTOR shall ensure assignments are manually made quickly and effectively.
3. Be responsive to the participants’ specific situations when interacting with them through group or individual services or a combination thereof.
4. Jointly develop a REP Employment Plan with the participant following vocational assessment, utilizing the information gathered from the assessment.
5. Adhere to the REP CalWORKs and non-CalWORKs Program flow as shown in the Statement of Work, Technical Exhibit A-12.
6. Meet Performance Outcomes Measures, as detailed in this Statement of Work, Section 6.3.
7. Meet Performance Requirement Standards, as detailed in this Statement of Work, and summarized in Statement of Work Technical Exhibit A-1.
8. Offer appropriate supportive services to assist REP/RCA/GR/Non-aided participants in overcoming barriers to employment and self-sufficiency.
9. Meet administrative tasks as required, as well as CONTRACTOR reporting responsibilities.
10. Maintain the integrity of the COUNTY’s REP by ensuring CONTRACTOR staff meet their responsibilities, as well as make appropriate assessments in assessing participant fraud, and making fraud referrals, as necessary.
11. Protect the civil rights of all participants.
12. Provide the necessary case managers, supervisory support, and administrative support, as proposed and agreed upon at contract execution.
13. Provide all facilities and supplies, unless otherwise specified as COUNTY provided items.
14. Monitor participant activities within each Welfare-to-Work component, document case activity, and track participant’s progress on DPSS’ GEARS

system, as required by the California State regulations and the Los Angeles County DPSS policy.

15. CONTRACTOR will be monitored and measured in through the review of GEARS reports to determine the number of cases that have had no activity within 30 days. COUNTY will determine a performance rate by dividing this number by the total active caseload. This CONTRACTOR performance rate is compared against the COUNTY's performance rate. The difference between the two should be within three percentage points and will be the Acceptable Quality Level (AQL) on this standard. This measure is included in Statement of Work Technical Exhibit A-1, Performance Requirement Summary (PRS). The COUNTY, at its sole discretion, may change the means of measuring this standard via a Change Notice, as noted in Contract, Section 8.6.
16. Assign participant to an appropriate component/activity within thirty (30) calendar days of receipt of participant cash aid.
17. Schedule all REP participants for their first and subsequent work activities with no lapses between activities, according to written COUNTY policy.
18. Provide, document, track and report on the provisions of REP services.
19. Encourage and motivate participants (face-to-face, via phone or letter) to engage in REP activities.
20. Assign participants to activities and provide information on resources that are not available through the REP service provider.
21. Coordinate the participant's efforts in meeting their CalWORKs and Refugee Cash Assistance (RCA) requirements through the REP, as well as the needs of the voluntary unaided REP participant, as appropriate.
22. Answer any questions or address concerns pertaining to the need for additional services and document case record with the needs discussed and action taken to address such needs.
23. Refer participants to agencies identified/approved by COUNTY which provide mental health, substance abuse or domestic violence treatment/services, at any time in the REP flow based on the participant's request, self-disclosure or observance of signs. See Statement of Work Technical Exhibit A-10.
24. Inform REP participant of the importance of securing employment with an income level at or above minimum wage to assist participants in making a transition from public assistance to self-sufficiency, if applicable.
25. Disseminate work study information to every unemployed CalWORKs REP participant who is enrolled in a community college. Document referral, outcome of referral and employment verification in case record, if applicable.
26. Inform unemployed RCA Participants in the month prior to reaching their eighth month of the RCA time-limit, the RCA Participant's ability to apply for General Relief (GR) cash assistance as of the first business day after their RCA time limit has terminated. CONTRACTOR shall document the case record of an offer of case assistance service. CONTRACTOR shall obtain an affidavit from Participant to verify they were not interested in pursuing GR cash assistance services, and file documentation in case record. See the Statement of Work, Technical Exhibit A-15, General Relief Fact Sheet.
27. Refer or assign REP participants to the appropriate work-related component or activity, as recommended by DPSS as a result of the vocational assessment.
28. Generate and complete necessary documents required for the participant to participate in his/her assigned REP component or activity.
29. Document compliance issues, sanction resolution actions, outreach efforts and final outcomes.

30. Document at least quarterly employment information/verification (Verification of Employment), tracking employment retention, hourly participation adjustments and/or any other actions taken.
31. Document increases/decreases in earnings, verified through pay stubs or other available sources, as applicable.
32. Document language needs of Participants and how they were resolved (Primary Language Form), as applicable. Document interpretive actions taken.
33. Document medical verifications (Verification of Exemption) and all other exemptions, as applicable. Once exemptions have been confirmed CONTRACTOR shall close the case, with the exception of case exemptions that are for less than thirty (30) days. Exemption cases are not considered active cases.
34. Document participant's eligibility, as well as requests and authorizations of issuances under the Vehicle Diagnosis & Repair Program (VDRP). The purpose of this program is to provide vehicle repair assistance to eligible CalWORKs participants engaging in Welfare-to-Work (WtW) activities and/or employment in an effort to enable them to continue to participate in WtW activities and to secure and/or retain employment (Transportation and Ancillary Request Form).
35. Disclose/discuss participant's rights and responsibilities and document case folder to validate such disclosure. See The Statement of Work, Technical Exhibit A-16, WtW Plan Rights and Responsibilities.
36. Ensure proper identification of cases includes Participant name and case number for CalWORKs and RCA participants on the outside of the case folder.
37. Ensure proper identification of cases includes Participant name and Alien number for unaided participants on the outside of the case number.
38. Ensure all documents and Notices of Action are filed on right side of folder and narrative recorded on case activity record form must be filed on the left side.
39. Filing of REP Self-Sufficiency Plan, assist participant with establishing employment goals and document in case activity record.
40. Filing of all pertinent documentation into the case folder.
41. Filing of vocational assessments.
42. Ensure all Self-Initiated Forms, Service Provider Referral Forms or program applicable forms are affixed to case folder to verify component/activity start and expected end dates. See Statement of Work, Technical Exhibit A-17, Self-Initiated Program Verification.
43. Ensure all Participant contacts, regardless of form of communication are documented on the case activity report form.
44. Document child care arrangements, referrals and assistance given to participant. File a copy of the completed Child care application.
45. Request and file completed quarterly progress reports, Progress Report of Education, Training, Post Employment Services, and Work Experience), report satisfactory or unsatisfactory progress status and action taken.
46. Order all required forms from DPSS for contracted case manager's use.
47. Ensure collaboration with staff representing the COUNTY, community colleges, and other refugee stakeholders. Ensure CONTRACTOR's participation in case coordination efforts with partnering departments (i.e. DCFS' Family Preservation or Family Reunification case plans).
48. Establish collaborative relationships/partnerships with community colleges to ensure REP participants are informed of available training/services, such as

- college work-study (CWS), Limited-English Proficiency (LEP), Linkages, Family Reunification, and citizenship courses.
49. Collaborate with community colleges to engage participants in vocational education, job skills training, education directly related to employment, and secondary school attendance to incorporate structured study time which can be documented and counted.
  50. Contactor must have (face-to-face, via phone or letter) contact with each participant at least once a month, especially if the participant is employed part-time.
  51. CONTRACTOR shall implement the use of all communication tools, including any web-based applications, to share participant documentation between CONTRACTOR and DPSS staff as needed. CONTRACTORS will receive instruction and training of web-based applications as implementation occurs.
  52. Ensure that Contract Case Managers will reconcile caseload with the use of the GEARS Case Management Report in an effort to monitor/track all cases that have been inactive or between activities for thirty (30) days or more.
  53. Maintain and update GEARS system alerts daily and timely.
  54. Recommend authorization of supportive services for each participant in preparation for DPSS CIA approval.
  55. Complete and mail manual Notices of Actions to participants in a timely manner.
  56. Maintain a current and complete case record on GEARS for each participant referred and ensure all components are entered into GEARS correctly and according to existing policy and procedures. The COUNTY shall provide training to the CONTRACTOR regarding the use and maintenance of case records on GEARS.
  57. CONTRACTOR shall return copies of completed intake package to assigned Eligibility Worker upon the completion of the REP Appraisal, but no later than the start date of the first component.
  58. Meets a 50 percent Orientation Show Rate by 06/30/09. The Orientation Show Rate is based on the number of participants that participate in the first day of the orientation/job club component, which is the second activity in REP. The Orientation Show Rate will be calculated by dividing the number of participants who attended the first day of orientation/job club component by the total number of participants who were scheduled for the orientation/job club component.
  59. Accurately update required changes to GEARS within one workday of receipt of documentation.

All REP services under this Contract shall remain in force and are subject to Federal, State and County rules and regulations. CONTRACTOR agrees that it will fully comply with all applicable requirements of the REP, including, but not limited to all regulations, rules and policies issued pursuant to the enabling statute(s), and all applicable ordinances, rules, policies, directives, and procedures adopted by the COUNTY as it related to CalWORKs, Refugee Cash Assistance, General Relief, and non-aided REP participants.

#### **5.8.1 REP CalWORKs/RCA/GR/Non-aided Tasks**

The REP is a State-mandated program subject to State and County rules, policies, procedures and regulations. In administering the REP,

CONTRACTOR must abide by all “Program Handbook Applicable Policies and Regulations” that govern this program. This Contract is not meant to supersede “Applicable Rules and Regulations” and is consistent with them. A REP CalWORKs/RCA/GR/Non-aided Flow has been developed to capture the complex array of services offered under the REP. REP Case Management flow may be identified in SOW, REP CalWORKs Case Management Flow/Decision Chart, Statement of Work Technical Exhibit A-6, and REP/RCA/Non-aided and General Relief Case Management Flow/Decision Charts, Statement of Work Technical Exhibit A-7.

Case Managers are expected to follow the REP Flow charts when providing services to REP CalWORKs and non-CalWORKs participants. The subsections below provide additional information on various stages in the REP Flow.

Los Angeles County will serve GAIN (CalWORKs), GR, RCA, and non-aided refugees in the REP. The provisions of REP services to both mandatory and voluntary GAIN Welfare-To-Work participants will comply with all CalWORKs WtW requirements, including the program flow, as specified in CDSS Manual of Policies and Procedures Section 42-700 and other applicable CalWORKs WtW policy guidance issued by the California Department of Social Services.

#### **5.8.1.1 Case Assignment**

The CONTRACTOR shall assign newly referred REP participants in an expeditious and accurate manner. If a participant is erroneously assigned to the wrong program, CONTRACTOR shall expeditiously work with COUNTY staff to reassign the participant, as appropriate.

#### **5.8.1.2 Case Management Operations and Other Tasks**

The CONTRACTOR will schedule all REP participants for their first and subsequent work activities with **no lapses** between activities. CONTRACTOR is to ensure that the percentage of registrants who are between activities for more than 25 days is no more than 5% of the total number of participants registered in REP. The CONTRACTOR shall be responsible for providing tracking and reporting of REP services through effective case management.

CONTRACTOR shall provide Case Management tasks which include, but are not limited to:

- Referring or assigning the REP participant to the appropriate work-related component or activity, as demonstrated in the REP Flow Charts located in Statement of Work Technical Exhibit A-6 and A-7. Generate and complete necessary documents required for the participant to participate in his/her assigned REP component or activity.
- Providing human social services by providing detailed instructions and ensure the participants understanding of the purpose of the REP, motivate and guide participants through the employment process, ensure full disclosure of participant’s rights and responsibilities, answer

any questions or address any concerns that may have risen as a result of further acculturation needs.

- Accessing the participant's transportation and ancillary services needs. CONTRACTOR may, via GEARS, issue transportation or work-related expense payments within the COUNTY's Issuance Approval guidelines so the participant can engage in assigned activities or accept or retain work. CONTRACTOR will provide the level of required administrative services necessary to facilitate the transportation needs and other work-related expense needs for participants in order that no further barrier to employment is created. All transportation and ancillary benefits are to be issued in **advance** of the participant starting his/her REP activity. However, if an automated system isn't available the CONTRACTOR shall have the capability to issue manually. CONTRACTOR shall offer alternative forms of transportation when conventional forms of transportation aren't available.
- Offering and coordinating child care to each eligible REP participant prior to assigning participant to his/her REP activity.
- Referring participants, at any time in the Welfare-to-Work flow based on the participant's request, self-disclosure or obvious signs of problems, to agencies identified by the COUNTY that are required to serve REP participants who need mental health, substance abuse, or domestic violence treatment/services.
- Ensuring monthly case maintenance and take appropriate action within twenty-four (24) hours of case manager discovery, which includes automated and manual actions.
- In addition to the maintenance of a physical case record, CONTRACTOR shall ensure that a complete case record is maintained on REP operating system (GEARS). COUNTY shall provide training to CONTRACTOR regarding the use and maintenance of case record on REP operating system. The content of a participant's physical case record shall include:
  - All notices of actions.
  - The REP Employment Plan.
  - The vocational and/or career assessment.
  - Case documentation/notes.
  - Child care arrangements, referrals, and documentation.
  - Documentation and justification for supportive services paid.
  - Documentation of weekly hours of participation (progress reports, etc).
  - Documentation regarding any compliance issues, cause determinations, and sanctions recommended.
  - Documentation of subcontractors and service providers working with the participant or members of the participant's family.

- Documentation of social services/acculturation services provided.
  - Family composition.
  - Employment information and employment retention tracking.
  - Documentation of increases/decreases in earnings.
  - Standard release forms as needed for collateral contacts.
  - Documentation of language needs and how they were resolved, as applicable.
  - Copies of rights and responsibilities and other forms and documents required in program procedures.
  - Medical verifications, as applicable.
  - Other documents as may be required by the COUNTY.
- CONTRACTOR's staff may make recommendations for COUNTY actions on cases, such as decisions affecting aid, determining exemptions, cause determination, and sanctions. CONTRACTOR's staff shall initiate compliance and inform COUNTY of their recommendation within one workday in accordance to program policy.
  - CONTRACTOR shall implement, facilitate, and have case managers to conduct the Home Visit Outreach program. This project provides outreach to participants with or without specialized supportive service needs, who are at risk of being sanctioned, or who are currently sanctioned. The purpose of the outreach is to enable a participant to cure his/her noncompliance/sanction and access needed specialized supportive services, as needed.
  - Consult with DPSS staff to evaluate eligibility and administer the Vehicle Diagnosis & Repair Program (VDRP). The purpose of this program is to provide vehicle repair assistance to eligible CalWORKs participants engaging in Welfare-to-Work (WtW) activities and/or employment in an effort to enable them to continue to participate in WtW activities and to secure and/or retain employment.
  - Prepare case for monitor review upon request from contract monitors or GAIN Issuance Monitors (GIM). The purpose of the monitor review is to review the application of program policy and procedures and the use of the GEARS computer system in an effort to maintain program integrity.
  - Utilize COUNTY monthly caseload report to reconcile worker caseload.

### **5.8.1.3 Orientation**

CONTRACTOR will refer newly assigned REP CalWORKs and RCA, GR, and non-aided participants to Orientation services prior to assignment into any other component. Orientation includes a series of motivational techniques as well as a quick overview of the REP and is to be provided by another agency contracted by the COUNTY.

- 5.8.1.3 A. The CONTRACTOR is responsible for completing the various steps required to identify and assess participants for the REP orientation, which may include, but not be limited to:

- Coordinating with DPSS for data review of a list of potential participants.
- Registering/enrolling participants for Orientation through data entry on the REP Computer System (GEARS). With the implementation of GEARS, the REP computer system, REP participants will be sent to GEARS daily from the Los Angeles Eligibility, Automated Determination, Evaluation and Reporting (LEADER) system. LEADER will forward REP participants into an unassigned pool, which is a virtual place in which new or returning participant case record information is placed after it is entered into LEADER. This allows the CONTRACTOR's scheduling clerk to retrieve the participant case record from the unassigned pool and enroll them into REP by initiating the appraisal appointment. The appraisal appointment is the first activity in REP.
- Preparing and sending an activity assignment letter in the participant's appropriate language to all participants scheduled for orientation.
- Initiating non-compliance procedures should participants fail to attend orientation.
- Ensure that the percentage of participants in the unassigned pool for more than 30 days does not exceed 1% of the total number of participants to be assigned to a contracted case manager.

#### **5.8.1.4 Conduct REP Intake**

In addition to the existing REP caseload, the regular flow of new REP referrals includes: new REP CalWORKs/RCA/GR/Non-aided applicants, those participants who lose their former exemption status and formerly sanctioned participants, employed participants seeking post-employment services and/or specialized supportive services (Welfare-to-Work Activities) such as child care and transportation and participants who lose full-time employment.

The CONTRACTOR shall conduct a REP appraisal interview for all participants, which shall include, at a minimum:

- An appraisal of work history, educational achievement, and literacy.
- An evaluation of the participant's immediate supportive services needs (e.g., child care and transportation).
- An explanation of REP requirements and responsibilities.
- An overview of the CONTRACTOR's specific methods and processes for providing services and work activities for participants.
- An explanation of the financial and social benefits of working.
- An offer of Specialized Supportive Services (Welfare-to-Work Activities, e.g. mental health, domestic violence, substance abuse).
- Learning Disability screening.



The CONTRACTOR must accept all eligible REP CalWORKs and RCA, GR, and non-aided participants into the REP. REP service delivery must be provided to all REP eligible participants regardless of exemption qualifiers being present or the non-compliance process being initiated. REP participants who qualify for an exemption may volunteer to participate. REP regulation also allows REP participants to receive “Due Process” prior to any negative action being taken on a case. Until “Due Process” is received and a sanction is imposed, services cannot be denied to any REP participant.

#### **5.8.1.5 Approve and Monitor Participants in Self-Initiated Programs (SIP)**

A SIP is an approvable CalWORKs/RCA education or training program in which a participant is enrolled prior to appraisal. The CONTRACTOR shall approve or deny SIPs according to REP CalWORKs/RCA requirements. The CONTRACTOR shall monitor the attendance and progress of participants in approved SIPs, and when the SIP is completed, refer the participant to the Job Club Contractor and promote a rapid transition to employment.

Participants in SIPs must participate in concurrent Work Activities when the hours of the education and/or training program are less than the full-time weekly Participation Rate discussed in Section 6.1 of this Statement of Work below.

#### **5.8.1.6 Refer to Job Club/Job Search**

CONTRACTOR shall refer all participants, except for those in approved self-initiated education and/or training programs (SIPs), to full-time job search activities provided by a separate Contractor.

CONTRACTOR shall ensure REP participants are provided with the necessary Supportive Services to meet their Job Club/Job Search activities.

#### **5.8.1.7 Dual Track Evaluation**

CONTRACTOR shall evaluate on a case-by-case basis any REP participants identified as being “Dual Track” and follow the procedures outlined in Applicable REP/GAIN Policies and Procedures. Dual Track is available to participants under special circumstances where the REP CalWORKs Flow of Orientation to Job Club may not meet the participant’s unique needs. Additionally, “Dual Track” may be necessary when a determination to shorten or bypass job club/job search is made by the case manager, participant, and case manager’s supervisor. CONTRACTOR shall review and follow applicable policy and procedures prior to making a determination.

#### **5.8.1.8 Vocational Assessment**

CONTRACTOR shall refer participants who have not obtained full-time unsubsidized employment at the end of the job search period described

above, to COUNTY approved vocational assessment providers for vocational assessment. REP participants in approved, full-time Self-Initiated Programs (SIPs) are an exception and shall not require an assessment. CONTRACTOR shall utilize the assessment in developing a REP Employment Plan.

Note: REP cases will be reviewed during the implementation phase and assigned to the appropriate activity based on the transition/conversion plan.

Vocational Assessment costs will be covered by single allocation funds for CalWORKs participants, COUNTY funds for General Relief participants, and RSS/TA funds for RCA and non-aided participants.

#### **5.8.1.9 Clinical Assessment**

CONTRACTOR shall refer participants who request Specialized Supportive Services to COUNTY approved clinical assessment providers per established policy and procedures.

#### **5.8.1.10 Develop the REP Employment Plan**

The CONTRACTOR will have REP CalWORKs participants sign a Welfare-to-Work (WtW) plan, also referred to as the REP Employment Plan/Self-sufficiency Plan, within ninety (90) calendar days of their determination of eligibility or approval for aid as posted by the COUNTY. CONTRACTOR shall ensure that no more than 5 percent of REP CalWORKs participants who are required to sign a WtW Plan are without a WtW Plan for more than 90 days. A REP Employment Plan is required for all. However, non-aided participants do not have to follow the 90-day rule.

The Welfare-to-Work Plan shall include:

- The specific activity assignments and services that will move the participant into sustained employment.
- The hours of participation required.
- Other details as indicated on the Welfare-to-Work Agreement form that will be provided by the COUNTY.

CONTRACTOR shall enroll all non-exempt adults in at least twenty (20) hours per week of Direct Work Activities and twelve (12) to fifteen (15) hours per week in other activities that will aid participants in obtaining employment. Work activities shall be customized for each participant to ensure the most rapid job placement possible and to promote continuous employment once a job is obtained.

Work activities shall be selected from the approved activities list of approved core activities below. Activities may be required concurrently, and it is anticipated that many participants may be involved in multiple concurrent activities, approved core activities include: Employment services, including the development of a family self-sufficiency plan and an individual employability plan, world-of-work and job orientation, job clubs,

job workshops, job development, referral to job opportunities, job search, and job placement and follow-up.

Note: Job placement services are the shared responsibility of the participant, REP CONTRACTOR and the job services contractors. The job placement counts, whether the participant obtains gainful employment through their own efforts, through job club/job search or through the REP CONTRACTOR.

Additional work-related activities listed below can be incorporated into the employment plan, as applicable.

- Employability assessment services, including aptitude and skills testing.
- On-the-job training, when such training is provided at the employment site and is expected to result in full-time, permanent, unsubsidized employment with the employer who is providing the training.
- English language instruction, with an emphasis on English as it relates to obtaining and retaining a job.
- Vocational training, including driver's education and training when provided as part of an individual employability plan.
- Skills recertification, when such training meets the criteria for appropriate training in Title 45 of the Code of Federal Regulations (CFR) Section 400.81(b).
- Child care for children, when necessary for participation in an employability service or for the acceptance or retention of employment.
- Child care for children, when necessary for participation in a service other than an employability service.
- Transportation, when necessary for participation in an employability service or for the acceptance or retention of employment.
- Transportation, when necessary for participation in a service other than an employability service.
- Translation and interpreter services, when necessary in connection with employment or participation in an employability service.
- Translation and interpreter services, when necessary for a purpose other than in connection with employment or participation in an employability service.
- Case management services, as defined in Title 45 of the Code of Federal Regulations Section 400.2, for refugees who are considered employable and for participants of TANF and General Assistance (GA) who are considered employable, provided that such services are directed toward a refugee's attainment of employment as soon as possible after arrival in the United States.
- Case management services, when necessary for a purpose other than in connection with employment or participation in employability services.
- Assistance in obtaining Employment Authorization Documents (EADs).
- Information and referral services.
- Outreach services, including activities designed to familiarize refugees with available services, to explain the purpose of these services, and facilitate access to these services.

- Social adjustment services, including:
  - (1) Emergency services, as follows: Assessment and short-term counseling to persons or families in a perceived crisis; referral to appropriate resources; and making arrangements for any other necessary services.
  - (2) Health-related services, as follows: Information; referral to appropriate resources; assistance in scheduling appointments and obtaining services; and counseling to individuals or families to help them understand and identify their physical and mental health needs and maintain or improve their physical and mental health.
  - (3) Home management services, as follows: Formal or informal instruction to individuals or families in management of household budgets, home maintenance, nutrition, housing standards, tenants' rights, and other consumer education services.
- Any additional service, upon County/State submission of a request to Office of Refugee Resettlement (ORR) and approval of the request by the Director of ORR, aimed at strengthening and supporting the ability of a refugee individual, family, or refugee community to achieve and maintain economic self-sufficiency, family stability, or community integration which has been demonstrated as effective and is not available from any other funding source.
- Citizenship and naturalization preparation services, including English language training and civics instruction to prepare refugees for citizenship, application assistance for adjustment to legal permanent resident status and citizenship status, assistance to disabled refugees in obtaining disability waivers from English and civics requirements for naturalization, and the provision of interpreter services for the citizenship interview.

In order to comply with the individualized REP Employment plan, CONTRACTOR shall ensure participants have all the necessary Supportive Services in place prior to the component appointment date. CONTRACTOR shall ensure the accuracy of the monetary issuances (transportation, work-related expenses, and child care) by requesting and obtaining required documentation to substantiate payment.

#### **5.8.1.11 Non-Compliance Requirements**

The CONTRACTOR will hold REP CalWORKs/RCA/GR/Non-aided participants accountable for meeting their employment responsibilities and their REP Employment Plan/Self-Sufficiency. CONTRACTOR will assist the participant by any reasonable means to ensure the participant remains in compliance with REP expectations. The overall goal of this requirement is to minimize the number of sanctions imposed on a participant with the expectation that the participant understand the importance of compliance, complies with his/her REP Employment Plan/Self-Sufficiency, and returns in full compliance into the REP.

Should a REP participant fail to comply with mandatory appointments or other requirements, the CONTRACTOR shall initiate the cause

determination by recommending a sanction be imposed on a participant. This sanction is a reduction in the participant's REP CalWORKs/RCA/GR cash grant and is used for the purpose of enforcing the REP participation requirements. The CONTRACTOR shall promptly notify the participant and the designated staff within time limits prescribed by the COUNTY, which vary for each cash program, upon determining that the participant has failed or refused to comply with program requirements, including hours of participation.

CONTRACTOR shall work with outreach to non-compliance participants in an effort to cure program issues and concerns (such as child care, learning disabilities, supportive services, etc.) prior to and following the initiation of the first and subsequent sanctions, thus reentering REP more quickly.

This actual sanctioning of a participant is a "Discretionary Action." State law requires that only COUNTY staff shall take Discretionary Actions on cases. Thus, Contract staff shall solely make recommendations to sanction cases. The COUNTY will review the case situation and make the final decision on the sanction recommendation.

#### **5.8.1.12 Addressing Barriers to Employment**

The REP includes a diversity of services that assist participants in overcoming a wide range of barriers to employment. The CONTRACTOR shall ensure these services are provided and administered appropriately.

##### **a. Coordinate Supportive Services**

Supportive Service payments include child care, transportation, and work-related expense payments (ancillaries) that are needed to engage in work activities and to accept and maintain employment.

The CONTRACTOR shall calculate and authorize supportive service payments using the payment system, methodology, and standards in accordance with applicable policies and procedures. Payment reviews and approvals will be performed by COUNTY staff. CONTRACTOR will not be responsible for the approvals of supportive services.

##### **b. Supportive Services Payments for Transportation and Ancillaries**

CONTRACTOR shall ensure all requests for transportation and ancillary benefits are offered using COUNTY required forms and are properly documented in the case records and on the Computer System (GEARS) used for REP. CONTRACTOR shall assess the appropriateness of the request, including exploring options in meeting the participant's needs. CONTRACTOR shall request from participant all necessary documentation to substantiate the request and maintain verification in the participant's case file. CONTRACTOR will authorize supportive services payments via GEARS within four (4) days of request, and make timely (a minimum of ten (10) days prior to the start of assigned component) and appropriate referrals (within one (1) workday of receipt of participant's request) to the COUNTY's Issuance

Review Team. Payment reviews and approvals will be performed by COUNTY staff. CONTRACTOR will not be responsible for the approvals of supportive services payments.

For ancillary benefits, CONTRACTOR is to request follow-up documentation and when not provided, take appropriate action to report overpayments on GEARS.

c. Coordinate Child Care

The CONTRACTOR will assess the REP participant's child care needs, offer child care services using required forms and properly document the offer in the case record. The CONTRACTOR refers participants to the appropriate child care Resource and Referral (R&R) agency designated by the COUNTY to establish child care arrangements as needed. The CONTRACTOR shall assist the participants resolve any subsequent child care problems and work with participants and the R&R agency to establish back-up plans for child care.

d. Clothing Resources

The CONTRACTOR shall provide information to each participant about appropriate attire for job interviews and the work site. The CONTRACTOR shall require participants to come to program activities dressed for work. If the participant does not have or cannot acquire appropriate attire for a job interview, the CONTRACTOR shall provide clothing, obtained through donations or other resources, available in CONTRACTOR's offices. The CONTRACTOR may also assist participants by authorizing an ancillary clothing allowance, as noted in this Statement of Work, Section 5.8.1.12 above.

e. Vocational/Educational (VOC/ED) Training

The CONTRACTOR will be responsible for making appropriate referrals to Vocational and/or Educational training programs. Based on the results of a Vocational Assessment (see Section 4.5 of this Statement of Work), the CONTRACTOR will coordinate a REP/RCA/GR/Non-aided participant's needs for Vocational and/or Educational training, including, but not limited to ESL classes, and will incorporate this training as part of the participant's REP Employment Plan (see Section 4.5 of this Statement of Work).

The CONTRACTOR shall be measured in the following manner:

The COUNTY shall measure the CONTRACTOR's ability to offer services and make timely and appropriate VOC/ED Training referrals. Additionally, CONTRACTOR will be measured in its ability to accurately refer participants to VOC/ED training programs and ensure all referrals are appropriately documented in both physical case record and in the GEARS system.

The COUNTY shall determine a performance rate by conducting case reviews. The COUNTY shall randomly select cases and review to ensure CONTRACTOR took appropriate and timely action, per applicable REP policies and procedures. The resulting error rate shall not exceed five percent (5%). This percentage shall be the Acceptable Quality Level (AQL) on this standard.

This measure is included in the Performance Requirement Summary Chart, Statement of Work Technical Exhibit A-1. The COUNTY, at its sole discretion, may change the means of measuring this standard via a Change Notice, as noted in Contract, Section 8.6.

f. Clinical Assessment, Mental Health, Domestic Violence, and Substance Abuse

At Intake the CONTRACTOR shall conduct a mandatory Specialized Supportive Services (SSS) screening to determine if a REP CalWORKs/RCA/GR/Non-aided participant requires Clinical Assessment (CA), Mental Health (MH), Substance Abuse (SA) and/or Domestic Violence (DV) services. Based on the Specialized Supportive Services screening, and/or at anytime the participant life situation would reflect a need for these services, the CONTRACTOR will make an immediate (within twenty-four (24) hours of screening or participant disclosure) referrals to agencies identified by the COUNTY to serve REP participants who need CA, MH, SA, or DV treatment/services. CONTRACTOR shall make every effort to assure participants are referred to clinical assessment, domestic violence, mental health, and/or substance abuse services timely and appropriately. In addition, the CONTRACTOR must ensure all necessary Supportive Services are authorized to facilitate a participant's participation in these services, encourage participants to attend and complete these Services and coordinate with SSS agencies to develop appropriate activities for the participant's REP Employment Plan.

The CONTRACTOR shall be measured in the following manner:

The COUNTY shall measure the CONTRACTOR's ability to offer services and make timely and appropriate SSS referrals and its ability to increase the percentage of SSS participants in concurrent WtW activities by 50 percent (from March 2008 Baseline) by 06/30/09. The COUNTY shall determine a performance rate by conducting case reviews. The COUNTY shall randomly select cases and review to ensure CONTRACTOR took appropriate and timely action, per applicable REP policies and procedures. The resulting error rate shall not exceed five percent (5%). This percentage shall be the Acceptable Quality Level (AQL) on this standard. This measure is included in the Performance Requirement Summary Chart, Statement of Work Technical Exhibit A-1. The COUNTY, at its sole discretion, may change the means of measuring this standard via a Change Notice, as noted in the Contract Section 8.6.

g. Learning Disabilities

The CONTRACTOR shall be responsible for evaluating participants for existing learning disabilities (LD) and directing them towards appropriate services per established policy and procedures. The CONTRACTOR shall ensure LD services are explained, offered and documented in the case record, as appropriate.

h. Post Employment Services

CONTRACTOR will be responsible for offering Post-Employment Services (PES) to REP participants, unless otherwise informed by Los Angeles County. The CONTRACTOR shall properly document in both the physical case record and the REP Computer System (GEARS) that such Services were offered. CONTRACTOR shall work in conjunction with educational providers and community agencies to inform participants of the many opportunities available through education and training services. Furthermore, to the extent possible, the CONTRACTOR shall coordinate Post Employment Services orientations for employed participants during non-traditional hours in an effort to increase participation.

The CONTRACTOR will be measured in its ability to offer PES within three (3) months of employment and accurately document the offer of PES services. The COUNTY shall determine a performance rate by looking at cases where job placements occurred three months prior and assess whether PES services were offered. The COUNTY may do this by conducting case reviews and/or through aggregated REP Computer Systems (GEARS) data. The COUNTY may randomly select cases and review to ensure CONTRACTOR took appropriate and timely action, per applicable REP policies and procedures. The resulting error rate shall not exceed three percent (3%). This percentage shall be the Acceptable Quality Level (AQL) on this standard. This measure is included in the, Performance Requirement Summary Chart, Statement of Work Technical Exhibit A-1. The COUNTY, at its sole discretion, may change the means of measuring this standard via a Change Notice, as noted in the Contract Section 8.6.

i. Post Time Limit Services

The CONTRACTOR shall ensure Post Time Limit Services (PTLs) are offered to participants who have exhausted their 60-month eligibility period on aid. The CONTRACTOR shall explain the services available through the REP/CalWORKs program and properly document the participant's decision on whether or not to accept these services.

The CONTRACTOR will be measured in its ability to offer PTL to REP participants prior to their 60-month CalWORKs time limit and timely refer participants for PTL services. The COUNTY shall determine a performance rate by conducting case reviews. The COUNTY shall randomly select cases and review to ensure CONTRACTOR took



appropriate and timely action, per applicable REP Policies and Procedures. The resulting error rate shall not exceed five percent. This percentage shall be the Acceptable Quality Level (AQL) on this standard. This measure is included in the Performance Requirement Summary Chart, Statement of Work Technical Exhibit A-1. The COUNTY, at its sole discretion, may change the means of measuring this standard via a Change Notice, as noted in the Contract, Section 8.6.

## **5.9 Civil Rights Complaint Procedures**

CONTRACTORS shall develop and operate procedures for receiving and responding to civil rights complaints. The Civil Rights Complaint Contractor Process Flowchart (Attachment Q) can be used as a guide for CONTRACTORS.

- a. All CONTRACTORS must provide and assist participants with completing a Complaint of Discriminatory Treatment Form (PA607) in the participants' primary language; which will be provide to the CONTRACTOR upon execution of contract.
- b. All CONTRACTORS must maintain a log of Civil Rights complaints.
- c. CONTRACTOR Contract Managers (CCM) will act as the Civil Rights Liaison (CRL) between the contracted agency and the County Contract Administrator (CCA) and Civil Rights and Customer Relations Section (CRCR).
- d. All CCM/CRLs must forward complaints to the CCA within two business days.
- e. CCM/CRLs must not attempt to investigate Civil Rights complaints. Investigations are handled by CRCR.

## **6.0 PROGRAM STANDARDS AND PERFORMANCE OUTCOME MEASURES**

Consistent with the County's goal of administering programs and services with specific and measurable outcomes, these contracted services include Performance Outcome Measures that are consistent with the County's REP/GAIN Program goals.

The overall vision of the REP and this Contract is to assist REP CalWORKs/RCA/GR/Non-aided participants in overcoming barriers that would result in economic self-sufficiency and independence from welfare programs. The following goals were developed with this ultimate vision in mind.

### **6.1 Ensure Participation Rates Are Met**

The CONTRACTOR shall ensure that each participant is participating full-time in the work activities as outlined by the State. The requirements are currently as follows:

- Thirty-two (32) hours/week for CalWORKs participants in a one-parent assistance unit.
- Thirty-five (35) hours/ week for CalWORKs participants between the two adults in a two-parent assistance unit.
- Thirty-two (32) hours/week for RCA one-person household.
- Thirty-five (35) hours/week for RCA couple or (two-person) household.
- Twenty (20) hours/week for GR participants.
- Twenty (20) hours/week for Non-aided participants.

The CONTRACTOR will be measured in its ability to accurately document employment data and the participant's participation both in the physical case record and in the REP Computer System (GEARS). The COUNTY shall determine the accuracy of employment data recorded on GEARS and in physical cases and CMD will randomly selected cases to be reviewed from a GEARS report.

The CONTRACTOR's Work Participation Rate (WPR) will also be measured via the GEARS system. WPR is the rate in which all active participants are involved in their employment program. The COUNTY shall determine a performance rate by conducting case reviews and interviews of participants and employers. The COUNTY shall randomly select cases and review to ensure CONTRACTOR took appropriate and timely action, per applicable REP policies and regulations.

## **6.2 Help Participants Build Employability**

The CONTRACTOR shall make efforts to ensure that participants continue to participate full-time in approved work activities. The CONTRACTOR shall emphasize and build upon the strengths of the participants, rather than focusing on limitations and barriers. Personal and other barriers to employment shall be resolved, emphasizing the personal responsibility of the participant and the program options available to the participants. Case managers and participants shall work together to identify the underlying cause of the barriers and jointly develop a plan to prevent recurrence.

The CONTRACTOR shall be responsible for providing job placement assistance throughout the participant's involvement in REP. The CONTRACTOR shall determine the most appropriate job placement strategies for each participant with the goal of long-term employment.

The CONTRACTOR shall provide dedicated case managers to serve as Job Developers in developing job opportunities that would be of specific interest to its REP population.

Note: A "job," "job placement" and "employment" shall be defined consistent with applicable REP policies and regulations. The CONTRACTOR shall be mindful of the overall goal of the CalWORKs and REP programs. Accordingly, the CONTRACTOR is to seek jobs for participants that provide for wage progression and advancement.

## **6.3 Performance Outcome Measures**

The COUNTY's goal is to assist REP participants in overcoming barriers to employment and achieving self-sufficiency. The Contract includes three (3) Performance Outcome Measures that are consistent with the Department's goals for the overall REP/GAIN Program. These measures evaluate the REP providers' ability to get participants employed, as well as the providers' ability to overcome barriers to employment. Should there be a change in Federal, State and/or County policies/regulations, the COUNTY may amend these Outcome Measures via a contract amendment, as detailed in Contract Section 8.6.

Commencing with the first month of direct services, the CONTRACTOR's performance will be monitored through monthly data collection, but evaluated annually following the conclusion of the County Fiscal Year in the following three (3) outcome measures:

- “Employment” – The CONTRACTOR shall meet a performance outcome for increasing employment. For the period of the Contract starting date and ending June 30, 2009, the CONTRACTOR's average monthly employment rate shall exceed the March 2008 REP employment Baseline by at least 10 percent. The current baseline is 33 percent. Thereafter, the CONTRACTOR's average monthly employment rate for each County fiscal year shall exceed the Baseline, adjusted by COUNTY as necessary, at the beginning of each County fiscal year by at least 10 percent. The CONTRACTOR's performance/rate of employment for the month shall be determined by dividing the total number of employed REP participants in the CONTRACTOR's caseload for the month, as defined by applicable REP policies and procedures, by the total number of employable participants in the CONTRACTOR's caseload. This rate is based on data derived from the COUNTY's GAIN Employment Activity and Reporting System (GEARS). Employment will be subject to review and verification, as deemed necessary by the COUNTY. The CONTRACTOR's performance/rate for employment may be adjusted if upon review, data is found to not support this performance/rate. The COUNTY shall have zero tolerance for any data manipulation committed by the CONTRACTOR.
- “Sanctions”– The CONTRACTOR shall meet a performance outcome for reducing sanctions against CalWORKs participants. A sanction is a penalty consisting of a reduction in the family's grant by removing a non-complying participant from the assistance unit (AU) for a period of time. The term “sanction” applies when a participant fails or refuses, without good cause, to participate in a mandated activity associated with CalWORKs and RCA requirements. For the period of the Contract starting date and ending June 30, 2009, CONTRACTOR shall ensure that the average monthly number of sanctioned CalWORKs participants does not exceed 4 percent of the CONTRACTOR's caseload (from March 2008 baseline or the average monthly caseload from November 2008 through the period ending May 2009, whichever is less). Thereafter, the CONTRACTOR's average monthly number of sanctioned CalWORKs participants for each County Fiscal Year shall not exceed 4 percent of the CONTRACTOR's caseload (from the baseline established at the beginning of each County Fiscal Year or the average monthly caseload for the previous County Fiscal Year, whichever is less). The CONTRACTOR's performance/rate of reduced sanctions for the month shall be determined by dividing the total number of sanctioned CalWORKs participants in the CONTRACTOR's caseload for the month, as defined by applicable CalWORKs policies and procedures, by the total number of sanctioned participants and mandatory Welfare-to-Work participants in the CONTRACTOR's caseload for the month. This rate is based on data derived from the CalWORKs Adults by Welfare-to-Work Category Report.
- “Work Participation” – The CONTRACTOR shall meet a performance outcome for increasing work participation. For the period of the Contract starting date and ending June 30, 2009, CONTRACTOR is required to meet a monthly average work participation rate of 50 percent for CalWORKs cases as adjusted by the

Caseload Reduction Credit in effect by June 30, 2009. Thereafter, CONTRACTOR is required to meet for each County fiscal year, a monthly average work participation rate of 50 percent for CalWORKs cases as adjusted by the Caseload Reduction Credit in effect by June 30 of the previous fiscal year. The Caseload Reduction Credit is a credit that reduces work participation requirement by one percentage point for each percentage point that the State's caseload has been reduced. The State's caseload is the total number of CalWORKs cases in the entire State of California.

For example, California experienced an All Families caseload decline of 46.1 percent between federal fiscal year (FFY) 1995 and FFY 2003. This reduced the actual work participation rate the State had to achieve in FFY 2004 to 3.9 percent for all families (50 percent minus 46.1 percent).

The CONTRACTOR's performance/rate of work participation for the month shall be determined by dividing the total number of All Families cases, by the total number of All Families cases that are required to meet the federal work requirements minus the excluded/disregarded cases in the CONTRACTOR's caseload. All Families cases are cases that contain at least one work-eligible individual. A two-parent household that meets the federal work requirement (available in the GAIN online policy) also meets the All Families case criteria.

These Outcome Measures are consistent with Program, County and/or State/Federal priorities. Should there be a change in Federal, State and/or County policies/regulations, the COUNTY may amend these Outcome Measures via a contract amendment, as detailed in Contract Section 8.6.

#### **6.4 Performance Requirement Standards**

The Contract includes Performance Requirement Standards that measure the CONTRACTORs performance related to Program and operational measures and are indicative of quality case management services. Statement of Work Technical Exhibit A-1 includes a Performance Requirement Summary (PRS) chart that summarizes the standards and their corresponding Acceptable Quality Levels (AQL). The PRS chart includes references in the Contract that provide additional detail on how these Standards will be measured. The COUNTY, at its sole discretion, may make changes in the PRS via a change notice, as noted in Contract Section 8.6.

### **7.0 ADMINISTRATIVE TASKS**

The CONTRACTOR shall have responsibilities outside of REP requirements. The CONTRACTOR shall also have administrative responsibilities that are necessary in administering the COUNTY's REP to the community.

#### **7.1 Coordinate and Maintain Community Networks and Resources Provided by DPSS**

The CONTRACTOR shall coordinate the provisions of REP related services with agencies that have established agreements with the COUNTY. The CONTRACTOR shall establish and maintain a good working relationship with the network of community providers.

## **7.2 Coordination within the Community**

In administering the REP, CONTRACTOR shall work within the community in providing coordinated services and meeting the needs of the general refugee community. Organizations that the CONTRACTOR is expected to cultivate active working relations are, at minimum, the following:

- Local CalWORKs District and GAIN Regional offices;
- Community welfare advocacy groups; and
- Community groups that serve the REP Population.

Contractor shall meet with community organizations and on a regular basis and attend community meetings when asked by CalWORKs Districts and/or GAIN Regions.

## **7.3 Responsiveness to Community Needs**

Contractor shall be responsive to the community needs. The Contractor shall provide a chain of command, including a Community Liaison, for COUNTY review and approval. Contractor shall respond to advocate concerns within a reasonable time period, as defined by DPSS policy. As necessary, Contractor shall involve the Contract's CCA and/or DPSS Program Staff in resolving disputes between the Contractor and community organizations. Contractor shall maintain a log of all community inquiries regarding REP Services, and provide a copy of this log with the Contractor's Monthly Management Report.

## **7.4 Welfare Fraud**

Contractor shall preserve the integrity of the REP and COUNTY resources by having an active fraud prevention program. At minimum, Contractor shall adhere to COUNTY's welfare fraud reporting responsibilities and make fraud referrals when case documentation is questionable. Additionally, Contractor shall safeguard against Contractor employee fraud by including specific monitoring provisions in their Quality Control Plan.

Contractor shall also make available all records to the COUNTY related to this Contract. The COUNTY may review these records without advance notice, as deemed necessary by the COUNTY.

## **7.5 Case Appeals**

CONTRACTOR shall provide timely responses to DPSS' Appeals and State Hearing (ASH) section. ASH serves as the liaison on case decisions made on participant appeals related to their cases. CONTRACTOR is expected to be responsive to ASH's instructions, respond in a timely manner, and when decisions on the appeals are known, adhere to ASH's mandate and implement the required action immediately. CONTRACTOR shall maintain a listing of ASH cases processed and include in their Monthly Management Report.

## **7.6 Customer Service**

CONTRACTOR shall implement an active Customer Service Program that is consistent with the COUNTY's vision, as detailed in this Contract's Preamble. The Customer Services Program must be approved by DPSS and any changes required by COUNTY to the Program must be made within ten (10) business days.

CONTRACTOR shall ensure Customer Service standards are met. DPSS shall monitor the quality of the CONTRACTOR's Customer Service by randomly selecting participants for telephone and/or site surveys. Of those surveyed, ninety percent (90%) are to report satisfaction with CONTRACTOR services. A deviation of five percent (5%) (i.e., no less than eighty-five percent (85%) satisfaction) shall serve as the Acceptable Quality Level (AQL) on this standard. This measure is included in Statement of Work Exhibit A-1, Performance Requirement Summary (PRS). The COUNTY, at its sole discretion, may change the means of measuring this standard via a Change Notice, as noted in Contract Section 8.6.

Additionally, CONTRACTOR shall meet the following goals that are consistent with DPSS goals:

- Ninety percent (90%) of all participants should wait no more than twenty (20) minutes from their appointment time before being seen.
- CONTRACTOR is expected to respond to participant inquiries within four (4) hours.

## **7.7 Complaints**

The CONTRACTOR shall establish a procedure to resolve REP participant and community grievances, including Civil Rights complaints, before they reach a formal complaint level. (See Contract, Section 8.10). The CONTRACTOR shall designate a Complaint Liaison to coordinate responses on complaints.

Within fifteen (15) business days after the contract effective date, CONTRACTOR shall provide the CCA with CONTRACTOR's policy for receiving, investigating and responding to user complaints.

CONTRACTOR shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five (5) business days of CONTRACTOR receiving the complaint. When complaint cannot be resolved informally, a system of addressing complaints shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

Copies of all of CONTRACTOR's written responses shall be sent to the CCA within three (3) business days of mailing to the complainant.

The CONTRACTOR shall process Civil Rights complaints by allowing the participant to file a Civil Rights complaint via the PA 607, Complaint of Discriminatory Treatment Form with Contract Manager, or directly with DPSS' Civil Rights & Customer Relations Section at (562) 908-8501. A thorough review and response to these complaints is necessary to ensure corrective action is taken. The COUNTY will respond to the complainant in writing upon the conclusion of the investigation.

## **7.8 Training**

The CONTRACTOR is responsible for ensuring their staff, both existing and new, are properly trained in all areas related to providing REP services. The CONTRACTOR shall coordinate with DPSS in scheduling trainings.

## **7.9 Confidentiality**

The CONTRACTOR shall establish procedures to protect all participant level information consistent with the terms of the Contract and all applicable laws and shall not disclose participant information outside of DPSS and its partners without written consent from DPSS and the participant. (See Contract, Section 8.15).

## **7.10 Security**

The CONTRACTOR shall have in place an active security plan.

The CONTRACTOR shall, to the extent possible, ensure the safety of all REP participants referred to them, of all employees (CONTRACTOR, COUNTY and/or partnering agencies) and of the general public visiting CONTRACTOR offices.

The CONTRACTOR shall provide all security measures needed to ensure that the REP Computer Systems (Oracle and/or GEARS) and all other equipment are secure and confidentiality is maintained. The CONTRACTOR shall also meet any additional security measures as required by the COUNTY. The CONTRACTOR's security measures must be approved by the COUNTY.

If the CONTRACTOR requires changes in a REP Computer System terminal and/or printer location, the CONTRACTOR shall provide a minimum of sixty (60) days prior written notice to the COUNTY of said change(s), pay for all expenses of the COUNTY moving the computer equipment to the new location, and provide a dedicated electrical circuit for County-provided computer equipment.

The CONTRACTOR shall safeguard the integrity of all COUNTY systems by ensuring that all CONTRACTOR employees abide by the COUNTY's User policies. The CONTRACTOR shall follow COUNTY policies by sharing the user policy with its employees, obtained signed User Agreements, and monitoring compliance. CONTRACTOR must ensure that all CONTRACTOR staff no longer working under this contract shall have their computer accounts deleted.

To the extent that negotiables are provided to the CONTRACTOR by the COUNTY, the CONTRACTOR shall maintain these negotiables in a secure area and keep accurate records on their issuance. The CONTRACTOR shall be responsible for all negotiables that are not accounted for. At minimum, the face value of all unaccounted negotiables will be directly deducted from the CONTRACTOR's monthly payment(s) for the next month(s).

## **7.11 Cooperation with County Monitoring/County Oversight**

The CONTRACTOR shall fully cooperate in assisting the COUNTY in its monitoring and oversight responsibilities. The COUNTY shall make every effort possible in

minimizing any adverse impacts this may have on service delivery, and to the extent possible, shall give advance notice of pending reviews. However, advance notice is not required for the COUNTY to conduct its reviews.

The CONTRACTOR shall provide all case files (physical case records) requested by COUNTY monitors and shall ensure all appropriate casework is filed in the case. Failure to provide the case file may, at minimum, be deemed an “error” and will adversely affect the CONTRACTORs performance rates as measures in Statement of Work Technical Exhibit A-1 and described throughout this Statement of Work. Furthermore, failure to provide a requested case may be deemed a serious lack of administrative oversight in safeguarding a Participant’s confidentiality.

#### **7.12 Contract Implementation**

Prior to providing services, the CONTRACTOR shall ensure all necessary staff are hired and trained, and all CONTRACTOR furnished items are in place.

#### **7.13 Reporting and Record Keeping**

The CONTRACTOR shall make reports as may be required by the COUNTY concerning its activities as they affect the contract duties and purposes contained herein.

The CONTRACTOR shall complete a Monthly Management Report (MMR), in the manner to be described by the COUNTY. The MMR for each service area shall be submitted to the County Contract Administrator (CCA) with the monthly invoice by the 15<sup>th</sup> calendar day of each succeeding month and shall contain:

- A narrative of any concerns and/or changes in staff, sites, session scheduling, participant scheduling (backlogs), recommendations for systems improvements, and/or other processes as necessary.
- A minimum of two participant success stories.
- Any other ad hoc statistical reports as requested by the COUNTY and by the due date established by the COUNTY.
- A discussion of the CONTRACTOR’s degree of success in achieving desired Program Outcomes, and Performance Requirement Standards.
- A list of all trainings provided by the CONTRACTOR in the month.
- A list of all complaints received by the CONTRACTOR in the month, including the resolution on the complaint.
- A list of all Appeal Hearing decision received and their resolution.
- Additional information may be required at COUNTY discretion.

The CONTRACTOR shall maintain a current and complete case record on the REP Computer Systems (GEARS) for each participant referred and ensure all components are entered into REP Computer System correctly and according to existing COUNTY’s policy and procedures. The COUNTY shall provide training to the CONTRACTOR regarding the use and maintenance of case records on REP Computer System.



The CONTRACTOR shall maintain a physical case record. CONTRACTOR shall ensure that the case records are organized in the manner prescribed by DPSS. The content of the physical case records shall abide by applicable DPSS guidelines, including those outlined in this Statement of Work. When REP Services end and the case record is no longer needed, CONTRACTOR shall follow DPSS policies, any requirements outlined in the Contract and this Statement of Work, regarding case storage. CONTRACTOR shall not dispose of case records or any document containing participant information, in any manner outside of DPSS, or any requirements in the terms of the Contract or this Statement of Work, without prior DPSS approval.

## STATEMENT OF WORK TECHNICAL EXHIBITS

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## **PERFORMANCE REQUIREMENTS SUMMARY**

### **1.1 INTRODUCTION**

This Technical Exhibit lists the minimum required services that will be monitored by the COUNTY during the term of the Contract. It indicates the required services, the Standards for performance, maximum deviation from the Standard(s) before service(s) will be determined to be unsatisfactory, and the COUNTY's preferred method of monitoring.

All listings of required services or Standards used in this Performance Requirements Summary are intended to be completely consistent with the terms and conditions of this Contract and are not meant in any case to create, extend, revise, or expand any obligation of the CONTRACTOR beyond that defined in the terms and conditions of this Contract and Statement of Work. In any case of apparent inconsistency between required services or Standards as stated in the terms and condition of the Contract, the Statement of Work and this Performance Requirements Summary, the terms and conditions of the Contract and the Statement of Work will prevail. If any required service or Standard seems to be created in this Performance Requirements Summary which is not clearly and forthrightly set forth in the terms and conditions of the Contract or in the Statement of Work, that apparent required service or Standard will be null and void and place no requirement on the CONTRACTOR and will not be the basis of the assignment of any points.

Because the provision of services to REP participants is critical to the mission of DPSS, the COUNTY expects a high Standard of CONTRACTOR performance. DPSS will work with the CONTRACTOR to resolve any areas of difficulty brought to the attention of the County Contract Administrator by the CONTRACTOR before the allowable deviation from acceptable Standard should occur. However, it is the CONTRACTOR's responsibility to provide the services set forth in the Statement of Work and summarized in the Performance Requirements Summary.

### **1.2 PERFORMANCE REQUIREMENTS SUMMARY CHART**

The Performance Requirements Summary Chart is at the end of this Exhibit and lists:

- This Contract's requirements considered most critical to acceptable contract performance (Column 2 of chart).
- The Acceptable Quality Level (AQL) (Column 3 of chart).

### **1.3 QUALITY ASSURANCE**

On no less than a quarterly basis, the CONTRACTOR's performance will be compared to this Contract's Standards and AQL's using the County's Quality Assurance Monitoring Plan (QAMP).

The COUNTY may use a variety of inspection methods to evaluate the CONTRACTOR's performance. The methods of monitoring that may be used are (but are not limited to):

- Random sampling.
- Activity checklists.
- One hundred percent inspection of items, such as reports and invoices, on a periodic basis as determined necessary to assure a sufficient evaluation of CONTRACTOR performance.
- Review of computer-generated and manual reports and files.
- Participant/Community complaints and/or participant questionnaires.
- Participant interviews.
- Case reviews.
- Observation of CONTRACTOR operations.

### **1.4 CONTRACT DISCREPANCY REPORT (CDR)**

Performance of a Required Service is considered acceptable when the percent of discrepancies found during contract monitoring procedures does not exceed the percent of discrepancies allowed by the AQL. When the performance is unacceptable, the CONTRACTOR shall be required to respond within ten (10) business days, to a Contract Discrepancy Report (CDR). The CDR will require the CONTRACTOR to explain in writing the reasons for such unacceptable performance, and how performance will be returned to an acceptable level, and how recurrence of the problem will be prevented. The CCA will evaluate the CONTRACTOR's explanation and determine if the corrective action is appropriate. The CDR is in Statement of Work Technical Exhibit A-2.

AQL's are defined in a variety of ways. An explanation of how AQL's are used is included in the Statement of Work, in the sections referenced in each of the standards listed on the PRS.

## **1.5 CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE**

In monitoring the CONTRACTOR's performance in this area, samples are selected at random so that they will be representative of a population of interest. Selections used in sample are used to measure performance on the Standard, and conclusions are made about CONTRACTOR performance for the whole population.

The random sampling plan includes the following information:

AQL - The maximum percent of defects that can occur and still meet this Contract's Standard for satisfactory performance.

Lot Size (Population) - The total number of units or services provided.

Sample Size - The number of units to be checked in a given time period.

The AQL for each sampling is taken from the Performance Requirements Summary. The lot size is determined by selecting a population that the COUNTY determines appropriate for their review. To ensure each service has an equal chance of being selected, a random number table, or other automated sampling tool, is used to determine the sample from the appropriate lot size.

When sampling is used, CONTRACTOR performance is deemed *Unsatisfactory* when the results of a review by the COUNTY fail to meet the AQL, as defined for each standard in the Performance Requirement Summary Chart, Statement of Work Technical Exhibit A-1 below.

## **1.6 REMEDY OF DEFECTS**

Upon a finding of unsatisfactory service and assessment of Unsatisfactory Performance Indicators, the CONTRACTOR must, within ten (10) business days, remedy any and all defects in the provision of the CONTRACTOR's services and, as deemed necessary by the CCA, perform such services again at an acceptable level. Failure to correct the deficiency can result in termination of the contract.

## **1.7 UNSATISFACTORY PERFORMANCE REMEDIES**

When CONTRACTOR performance does not conform to the requirements of this Contract, the COUNTY will have the option to apply the following nonperformance remedies:

- Require the CONTRACTOR to implement a formal corrective action plan, subject to approval by the COUNTY. In the plan, the CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

- Impose financial deductions as detailed in Contract, Section 5.3.
- Reduce, suspend or terminate this Contract for systematic, deliberate misrepresentations, or unacceptable levels of performance.
- Have the failed service performed by others at CONTRACTOR's expense. Failure of the CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days shall constitute authorization for the COUNTY to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the CONTRACTOR's failure to perform said service(s), as determined by the COUNTY, shall be the full responsibility of the CONTRACTOR.

## PERFORMANCE REQUIREMENT SUMMARY CHART – REFUGEE EMPLOYMENT PROGRAM

Service Standard Number	Standard(s)	Allowable Deviation From Acceptable Quality Level (AQL)
1	Submit invoice by the 15 <sup>th</sup> calendar day following the report month. (Reference: Contract Section 5.4.1)	3%
2	Contractor shall hire qualified, professional staff (i.e. minimum education levels such as, a four year college degree OR an AA degree and two years of case management experience OR an AA degree and two years of employment counseling experience OR two years employment counseling experience in a GAIN environment) to be able to implement and provide culturally and linguistically sensitive Refugee Employment Program (REP) services and specialized services for refugees to assist them through the initial adjustment period following arrival into the United States with the goal of assisting refugees attain self-sufficiency. (Reference: Statement of Work (SOW) Section 5.1 )	0%
3	The Contractor shall schedule all REP participants for their first and subsequent work activities with <b>no lapses</b> between activities. Contractor shall ensure that the percentage of registrants who are between activities for more than 25 days is no more than 5 percent of the total number of participants registered in REP. (Reference: SOW, Section 5.8.1.2)	0%
4	The Contractor shall have REP CalWORKs participants sign a Welfare-to-Work (WTW) plan, also referred to as the REP Employment Plan/Self-Sufficiency Plan, within ninety (90) days of their determination of eligibility or approval for aid as posted by the County. Contractor shall ensure that no more than 5 percent of REP CalWORKs participants who are required to sign a WtW Plan are without a WtW Plan for more than 90 days. (Reference: SOW, Section 5.8.1.10)	0%
5	Contractor shall authorize supportive services payments via the REP Computer Systems (GEARS) within four days of request, and make timely (a minimum of 10 days prior to the start of assigned component) and appropriate referrals (within one workday of receipt of participant's request) to the County's Issuance Review team. (Reference: SOW, Section 5.8.1.12b)	0%

Service Standard Number	Standard(s)	Allowable Deviation From Acceptable Quality Level (AQL)
6	The Contractor shall assess the REP participant's childcare needs, offer childcare services using required forms and properly document the offer in the case record. (Reference: SOW, Section 5.8.1.12c)	5%
7	The Contractor shall be responsible for making appropriate referrals to Vocational and/or Educational training programs, as well as track the number of cases participating in VOC/ED. Training. Based on the results of the Vocational Assessment (see SOW, Section 4.5), the Contractor shall coordinate a REP/RCA/GR/Non-aided participant's needs for Vocational and/or Educational training, including, but not limited to ESL classes, and shall incorporate this training as part of the participant's REP Employment plan. (Reference: SOW, Section 5.8.1.12e)	5%
8	Based on the Specialized Supportive Services screening, and/or at anytime the participant's life situation would reflect a need for these services, the Contractor shall make an immediate (within twenty-four (24) hours of screening or participant disclosure) referrals to agencies identified by the County to serve CalWORKs participants who need CA, MH, SA, or DV treatment/services. (Reference: SOW, Section 5.8.1.12f)	5%
9	The Contractor shall be measured in its ability to offer PES within three months of employment and accurately document the offer of PES services. (Reference: SOW, Section 5.8.1.12h)	3%
10	The Contractor shall be measured in its ability to offer PTL to REP participants prior to the end of their 60-month CalWORKs participation period and its timeliness to refer participant requests for PTL services. (Reference: SOW, Section 5.8.1.12i)	5%
11	The Contractor shall be measured in its ability to accurately verify employment data both in the physical case record and in the REP Computer Systems (GEARS). (Reference: SOW, Section 6.1)	5%



Service Standard Number	Standard(s)	Allowable Deviation From acceptable Quality Level (AQL)
12	<p>Contractor shall meet the following goals that are consistent with DPSS goals:</p> <ul style="list-style-type: none"> <li>• Ninety (90) percent of all participants should wait no more than twenty (20) minutes from their appointment time before being seen.</li> <li>• Contractor shall respond to inquiries within four (4) hours. (Reference: SOW, Section 7.6)</li> </ul>	5%
13	<p>Contractor submits the Monthly Management Report by the fifteenth (15<sup>th</sup>) of the month to the CCA. (Reference: Contract, Section 5.4.1, and SOW, Section 7.13)</p>	3%
14	<p>Increase the percentage of SSS participants in concurrent WtW activities by 50 percent (from March 2008 baseline) by 06/30/09. (Reference: SOW, Section 5.8.1.12f)</p>	3%
15	<p>Meet 50 percent Orientation Show Rate by 06/30/09. (Reference: SOW, Section 5.8, Paragraph 58)</p>	3%
16	<p>Ensure that the percentage of participants in the unassigned pool for more than 30 days does not exceed 1 percent of the total number of participants to be assigned to a contract case manager. (Reference: SOW, Section 5.8.1.3A)</p>	0%
17	<p>Meet County's initial (entry level) wage rate. Reference: SOW, Section 1.0)</p>	3%
18	<p>Contractor shall ensure Customer Service standards are met. DPSS shall monitor the quality of the Contractor's Customer Service by randomly selecting participants for telephone and/or site surveys. Of those surveyed, ninety percent (90%) are to report satisfaction with Contractor services. (Reference: SOW, Section 7.6)</p>	5%
19	<p>Accurately update required changes to GEARS within one workday. (Reference: SOW, Section 5.8, Paragraph 59)</p>	0%
20	<p>Contractor will be monitored and measured in through the review of GEARS reports to determine the number of cases that have had no activity within 30 days. (Reference: SOW, Section 5.8, Paragraph 58)</p>	3%

**CONTRACT DISCREPANCY REPORT  
(SAMPLE)**

**TO:**

**FROM:**

**DATES:**

Prepared:  
Returned by Contractor:  
Action Completed:

**DISCREPANCY PROBLEMS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of QAE/CCA Date

**CONTRACTOR RESPONSE (Cause and Corrective Action):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Contract Manager Date

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of QAE/CCA Date

**COUNTY ACTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Contractor Notified of Action:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of County Contract Administrator

**REFUGEE CASELOAD DISTRIBUTION BY LANGUAGE**  
**PROJECTED CASELOAD - DECEMBER 2006**

Language	Service Area 1	Service Area 2	Service Area 3	Service Area 4	Service Area 5	Service Area 6	Service Area 7	Service Area 8	Total	Language Percentage
Arabic	2		3	11					16	0.48%
Amharic	1								1	0.03%
Armenian	325	310	351	261	364	161	360	342	2,474	74.97%
Cambodian		2					2		4	0.12%
Cantonese								6	6	0.18%
Czech	2			2					4	0.12%
Chinese	1		4						5	0.15%
English								5	5	0.15%
Farsi	38	29	10	118	21	164	19		399	12.09%
French	3		3	2			1		9	0.27%
Hindi									-	0.00%
Hmung									-	0.00%
Hungarian									-	0.00%
Indonesian		1				1			2	0.06%
Japanese						1			1	0.03%
Korean									-	0.00%
Lao									-	0.00%
Lingala									-	0.00%
Mandarin	38	20							58	1.76%
Russian	17	33	15	15	12	24	22	14	152	4.61%
Samoan									-	0.00%
Spanish	2	6	13	2	8	2	9	8	50	1.52%
Swahili		1							1	0.03%
Tagalog									-	0.00%
Thai									-	0.00%
Vietnamese	1	25		2		36		10	74	2.24%
Yiddish						1			1	0.03%
Yugoslavian									-	0.00%
Other non-English/Sign Language	3	5	13	2		13			36	1.09%
Ukrainian		1							1	0.03%
Hebrew									-	0.00%
Lithuanian									-	0.00%
Gujarati									-	0.00%
Illacano									-	0.00%
Italian									-	0.00%
Punjabi									-	0.00%
Greek									-	0.00%
Mien									-	0.00%
Polish									-	0.00%
Rwanda									-	0.00%
Rumanian									-	0.00%
Tigrinya				1					1	0.03%
Turkish									-	0.00%
Navajo										0.00%
<b>TOTAL</b>	<b>433</b>	<b>433</b>	<b>412</b>	<b>416</b>	<b>405</b>	<b>403</b>	<b>413</b>	<b>385</b>	<b>3,300</b>	<b>100.00%</b>
<b>Total Percentage per Service Area:</b>	<b>13.12%</b>	<b>13.12%</b>	<b>12.48%</b>	<b>12.61%</b>	<b>12.27%</b>	<b>12.21%</b>	<b>12.52%</b>	<b>11.67%</b>		<b>100.00%</b>

## DESCRIPTION OF REP SERVICE AREAS

### REP Service Area 1

This service area covers points north as far as La Canada and Altadena and a portion of the Glendale area while being bordered by Monterey Park.

Zip Code	Estimated Caseload (1)	Zip Code	Estimated Caseload (1)
<b>91605</b>	<b>44</b>	91191	
91352		91756	
91207		91802	
91208		90041	
90031		90050	
90032		90051	
91030		91001	
91104		91003	
91106		91011	
<b>91206 (split)</b>	<b>56</b>	91012	
91754		91031	
91755		91101	
91763		91102	
91801		91103	
91803		91105	
93030		91107	
93906		91108	
91126		91109	
91129		91110	
91131		91114	
91175		91115	
91182		91116	
91184		91117	
91185		91118	
91186		91121	
91187		91123	
91188		91124	
91189		91125	
91504		<b>91502</b>	<b>54</b>
<b>91405</b>	<b>39</b>		

(1) Reflects estimated caseload numbers based on actual caseload data collected at a specific point-in-time. These numbers are provided to illustrate zip codes containing "clusters" greater than twenty-five (25) cases. Zip codes without an assigned caseload are assumed to contain twenty-four (24) cases or less. NOTE THAT THE NUMBERS ARE SUBJECT TO CHANGE AND THESE DO NOT REFLECT A CASELOAD PROJECTION BY ZIP CODE.

## **REP Service Area 2**

This service area is one of the largest geographical areas covering the eastern portion of the County inclusive of Claremont and Pomona while stretching south to Long Beach and San Pedro.

<b>Zip Code</b>	<b>Estimated Caseload (1)</b>	<b>Zip Code</b>	<b>Estimated Caseload (1)</b>	<b>Zip Code</b>	<b>Zip Code</b>	<b>Zip Code</b>	<b>Estimated Caseload (1)</b>
90022	<b>36</b>	91007	<b>59</b>	90801	90023	91077	<b>56</b>
<b>90046</b>		91016		90802	90033	91715	
90240		91020		90803	90042	91716	
90241		<b>91042</b>		90804	90063	90842	
90242		91214		90805	90065	90844	
90255		<b>91501</b>		90806	90091	90845	
90262		91702		90807	90096	90846	
90640		91706		90808	90102	90847	
						<b>91206 (split)</b>	
90650		91711		90809	90103	90659	
90703		91731		90810	90201	90660	
90706		91732		90813	90202	90661	
91006		91733		90814	90270	90662	
91750		91744		90815	90274	90665	
91759		91765		90822	90275	90670	
91768		91766		90831	90280	90701	
91769		91767		90832	90901	90702	
91771		91770		90833	90602	90707	
91772		91775		90834	90603	90710	
91773		91776		90835	90604	90711	
91778		91780		90840	90605	90712	
91788		91722		90713	90606	91010	
91789		91723		90714	90607	91017	
91790		91724		90715	90608	91021	
91791		91734		90716	90609	91023	
91792		91735		90717	90610	91024	
91793		91740		90723	90623	91025	
91795		91741		90731	90630	91043	
90848		91745		90732	90631	91046	
90853		91746		90733	90637		
90888		91747		90734	90638		
91009		91748		90744	90639		
		91749		90745	90651		
		91066		90748	90652		

(1) Reflects estimated caseload numbers based on actual caseload data collected at a specific point-in-time. These numbers are provided to illustrate zip codes containing "clusters" greater than twenty-five (25) cases. Zip codes without an assigned caseload are assumed to contain twenty-four (24) cases or less. NOTE THAT THE NUMBERS ARE SUBJECT TO CHANGE AND THESE DO NOT REFLECT A CASELOAD PROJECTION BY ZIP CODE.

### **REP Service Area 3**

This service area covers the central portion of the County from Glendale to Compton.

<b>Zip Code</b>	<b>Estimated Caseload (1)</b>	<b>Zip Code</b>
90003		90001
90004		90002
90005		90007
90006		90010
90017		90011
90020		90013
<b>90028</b>	<b>48</b>	90014
<b>90029</b>	<b>51</b>	90015
<b>90038</b>	<b>31</b>	90018
90057		90021
90066		90026
90068		90037
<b>91204</b>	<b>101</b>	90039
90087		90044
90088		90047
90089		90052
90093		90053
90101		90054
90189		90055
90220		90058
90221		90059
90222		90060
90223		90061
90224		90062
90746		90070
90747		90071
91210		90072
90079		90074
90082		90075
90084		90076
90086		90078
<b>91206 (split)</b>	<b>56</b>	

(1) Reflects estimated caseload numbers based on actual caseload data collected at a specific point-in-time. These numbers are provided to illustrate zip codes containing "clusters" greater than twenty-five (25) cases. Zip codes without an assigned caseload are assumed to contain twenty-four (24) cases or less. NOTE THAT THE NUMBERS ARE SUBJECT TO CHANGE AND THESE DO NOT REFLECT A CASELOAD PROJECTION BY ZIP CODE.

# **REP Service Area 4**

This service area covers the central portion of the County from Pacific Palisades to Torrance.

<b>Zip Code</b>	<b>Estimated Caseload (1)</b>	<b>Zip Code</b>	<b>Estimated Caseload (1)</b>	<b>Zip Code</b>	<b>Zip Code</b>
90008		90505		90264	90009
90016		90506		90265	90030
90019		90507		90266	90043
90024		90508		90267	90045
90025		90509		90272	90056
90034		90510		90277	90067
90035		90312		90278	90069
<b>90036</b>	<b>33</b>	90313		90292	90073
90048		90397		90293	90077
90049		90398		90294	90080
90064		90402		90295	90081
90210		91423		90296	90083
90211		<b>91401</b>	<b>58</b>	90303	90094
90212		90292		90304	90095
90230		90293		90305	90209
90247		90294		90306	90213
90250		90295		90307	90231
90260		90296		90308	90232
90291		90303		90309	90233
90301		90304		90310	90239
90302		90305		90311	90245
90401		90306		91403	90248
90404		90307		90407	90249
90405		90308		90408	90251
90501		90309		90409	90254
90503		90310		90410	90264
90504		90311		90411	90263
<b>91203</b>	<b>121</b>	91403		90502	90264
90403		90272			90265
90406		90277			90266
		90278			90267

(1) Reflects estimated caseload numbers based on actual caseload data collected at a specific point-in-time. These numbers are provided to illustrate zip codes containing "clusters" greater than twenty-five (25) cases. Zip codes without an assigned caseload are assumed to contain twenty-four (24) cases or less. NOTE THAT THE NUMBERS ARE SUBJECT TO CHANGE AND THESE DO NOT REFLECT A CASELOAD PROJECTION BY ZIP CODE.

### **REP Service Area 5**

This service area covers a portion of the Glendale area only.

<b>Zip Code</b>	<b>Estimated Caseload (1)</b>
<b>91201</b>	<b>238</b>
<b>91202 (split)</b>	<b>58</b>

(1) Reflects estimated caseload numbers based on actual caseload data collected at a specific point-in-time. These numbers are provided to illustrate zip codes containing “clusters” greater than twenty-five (25) cases. Zip codes without an assigned caseload are assumed to contain twenty-four (24) cases or less. NOTE THAT THE NUMBERS ARE SUBJECT TO CHANGE AND THESE DO NOT REFLECT A CASELOAD PROJECTION BY ZIP CODE.



## **REP Service Area 6**

This service area covers a significant portion of the northwestern part of the County beginning in Burbank and bordering in Lancaster.

<b>Zip Code</b>	<b>Estimated Caseload (1)</b>	<b>Zip Code</b>	<b>Zip Code</b>	<b>Zip Code</b>	<b>Zip Code</b>	<b>Estimated Caseload (1)</b>
93591		93532	91384	91041	91329	
91040		93534	91385	91209	91330	
91304		93535	91386	91210	91333	
91305		93536	91388	91221	91334	
<b>91316</b>	<b>33</b>	93539	91390	91222	91337	
91326		93543	91392	91224	91340	
<b>91331</b>		93544	91393	91225	91341	
<b>91335</b>	<b>45</b>	93550	91394	91226	91342	
91350		93551	91395	91301	91343	
91351		93552	91396	91302	<b>91344</b>	<b>28</b>
90290		93553	91399	91303	91380	
<b>91356</b>	<b>32</b>	93560	93586	91306	91381	
91387		91495	91404	91307	91382	
91413		91496	91407	91308	91383	
91402		91497	91408	91309	91345	
93563		91499	91409	91310	91346	
91406		91503	91410	91311	91353	
91411		91507	91412	91312	91354	
91416		91508	91362	91313	91355	
93590		91510	91363	91321	91357	
91505		91521	91364	91322	91361	
91506		91522	91365	91324	91616	
91601		91523	91367	91325	91617	
91602		91603	91371	91326	91618	
91604		91608	91372	91327	93510	
93599		91609	91376	91328	93523	
93584		91610	91614	95382	91426	
91607		91611	91615	95130	91436	
95123		91612		95382	91470	
95130					91482	

(1) Reflects estimated caseload numbers based on actual caseload data collected at a specific point-in-time. These numbers are provided to illustrate zip codes containing "clusters" greater than twenty-five (25) cases. Zip codes without an assigned caseload are assumed to contain twenty-four (24) cases or less. NOTE THAT THE NUMBERS ARE SUBJECT TO CHANGE AND THESE DO NOT REFLECT A CASELOAD PROJECTION BY ZIP CODE.

**REP Service Area 7**

This service area covers a portion of the Glendale area and Los Angeles.

<b>Zip Code</b>	<b>Estimated Caseload (1)</b>
90027	<b>106</b>
<b>91205 (split)</b>	<b>190</b>

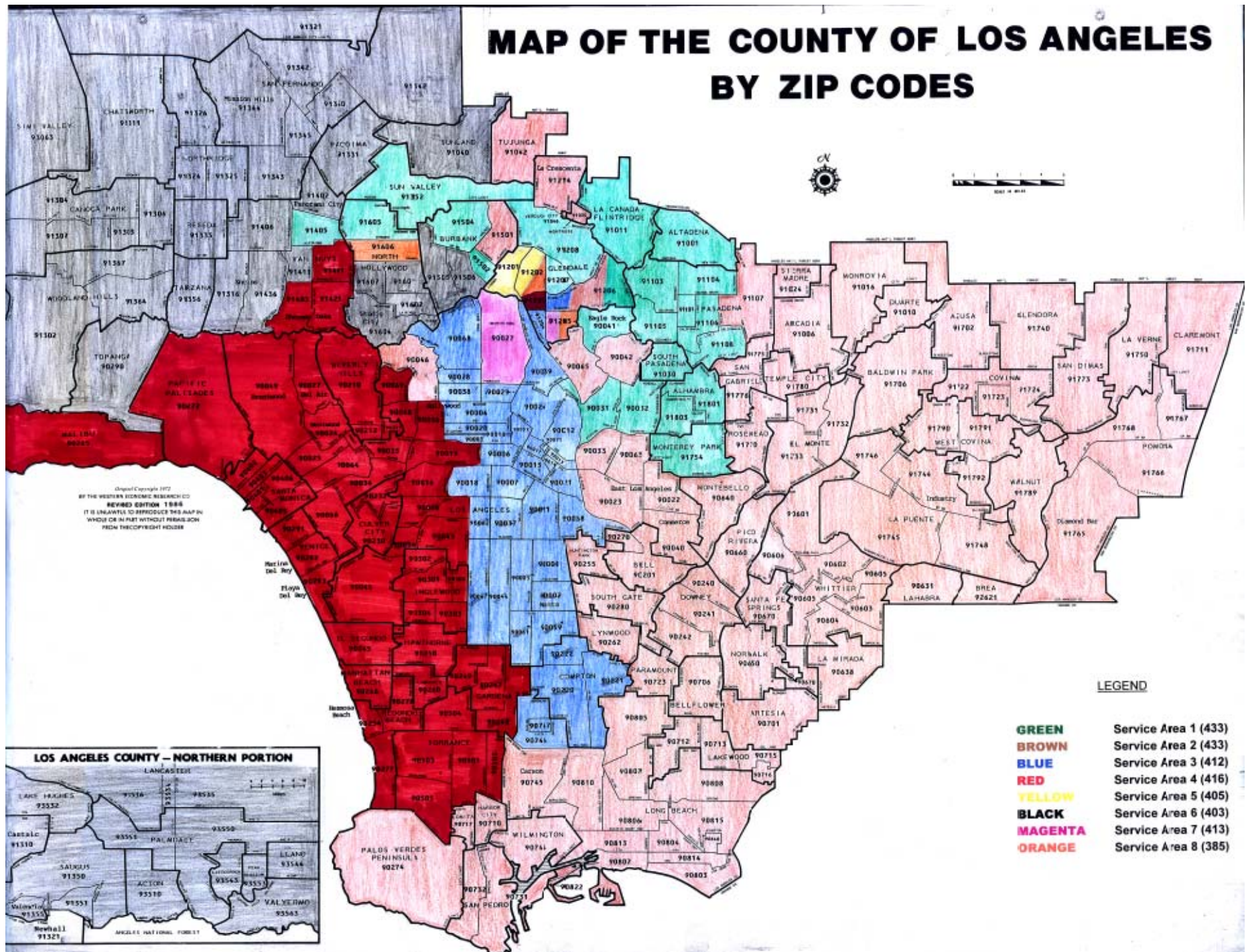
(1) Reflects estimated caseload numbers based on actual caseload data collected at a specific point-in-time. These numbers are provided to illustrate zip codes containing “clusters” greater than twenty-five (25) cases. Zip codes without an assigned caseload are assumed to contain twenty-four (24) cases or less. NOTE THAT THE NUMBERS ARE SUBJECT TO CHANGE AND THESE DO NOT REFLECT A CASELOAD PROJECTION BY ZIP CODE.

**REP Service Area 8**

This service area covers portions of the Glendale area only.

<b>Zip Code</b>	<b>Estimated Caseload (1)</b>
<b>91202 (split)</b>	<b>58</b>
<b>91205 (split)</b>	<b>190</b>
<b>91606</b>	<b>31</b>

(1) Reflects estimated caseload numbers based on actual caseload data collected at a specific point-in-time. These numbers are provided to illustrate zip codes containing “clusters” greater than twenty-five (25) cases. Zip codes without an assigned caseload are assumed to contain twenty-four (24) cases or less. NOTE THAT THE NUMBERS ARE SUBJECT TO CHANGE AND THESE DO NOT REFLECT A CASELOAD PROJECTION BY ZIP CODE.



## LINKS TO GAIN POLICIES AND REGULATIONS

### **“Applicable GAIN Rules and Regulations”**

The County’s GAIN Handbook provides direction of GAIN policies and procedures. The most recently updated Handbook is available at:

[http://www.ladpss.org/dpss/contracts/dpss\\_gain\\_cms.cfm](http://www.ladpss.org/dpss/contracts/dpss_gain_cms.cfm)

### **Los Angeles County CalWORKs Plan**

The Los Angeles County CalWORKs Plan can be reviewed at public libraries, at the DPSS web site:

[http://www.ladpss.org/dpss/calworks/fnlstate\\_plan\\_body.htm](http://www.ladpss.org/dpss/calworks/fnlstate_plan_body.htm)

### **California Welfare Reform Legislation**

The California Welfare Reform Legislation can be reviewed at public libraries or on the State of California’s Web Site: <http://www.sen.ca.gov>. Enacted Legislation on California Welfare Reform includes:

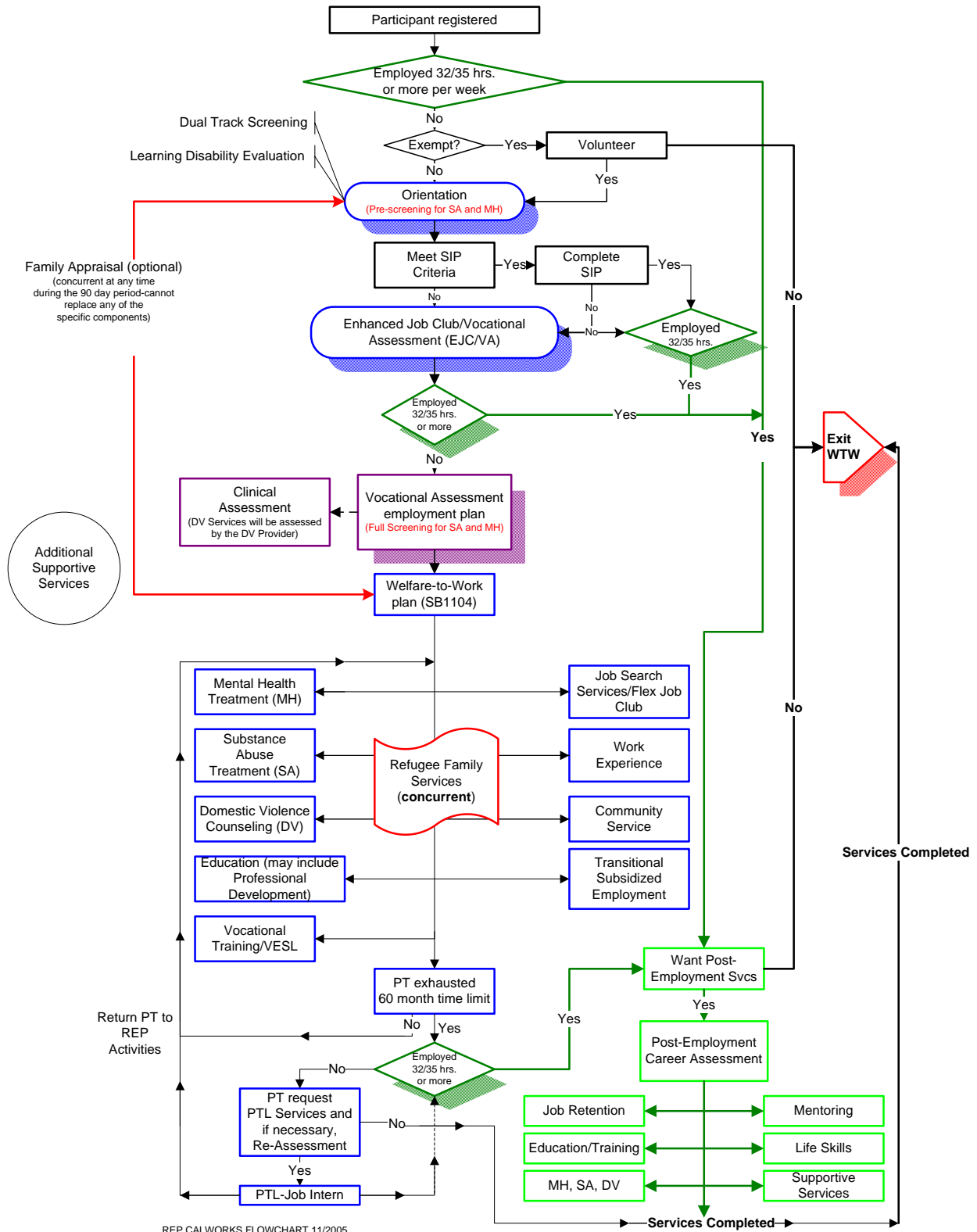
<u>Bill Number</u>	<u>Enacted</u>
AB 1542 - CalWORKs	08/11/97
AB 67- Social Serv. Trailer Bill	10/19/97
AB 1260- Convicted Felons	08/18/97
AB 2779- Social Serv. Trailer	08/21/98
SB 171- Low-Cost Insurance	10/10/99

### **All-County Letter No. 97-72**

The All-County Letter No. 97-72 can be reviewed at public libraries or on the California Department of Social Services’ Web Site:

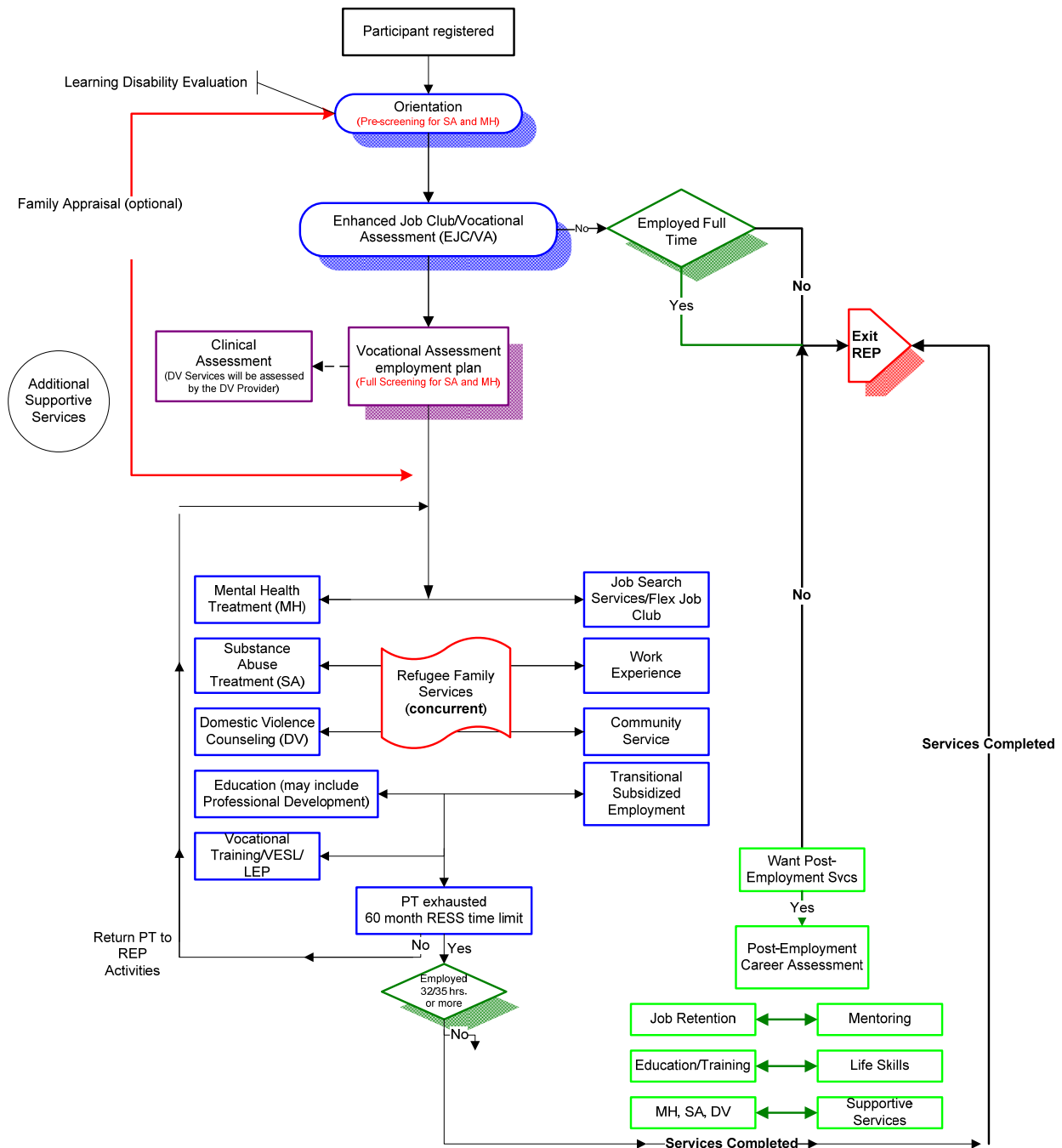
[http://www.dss.cahwnet.gov/getinfo/acl/ACL\\_INDEX.pdf](http://www.dss.cahwnet.gov/getinfo/acl/ACL_INDEX.pdf)

# REFUGEE EMPLOYMENT PROGRAM (REP) CALWORKS CASE MANAGEMENT FLOW/DECISION CHART





REFUGEE EMPLOYMENT PROGRAM (REP)  
REFUGEE CASH ASSISTANCE (RCA), NON-AIDED, AND GENERAL RELIEF CASE  
MANAGEMENT FLOW/DECISION CHART



REP GR, RCA, Un-Aided FLOWCHART 12/2005

## **DEFINITIONS**

### **Acceptable Quality Level (AQL):**

Acceptable Quality Level is a measurement which expresses the allowable leeway or variance from the Contract Standard, above which the County will reject a specific service. The AQL does not imply that it is acceptable to vary from the Standard, or that the Contractor may knowingly perform in a defective way. The AQL recognizes the fact of unintentional human error, and that less than Standard performance may sometimes be unintentional.

### **Active Cases:**

Cases are active effective the date a case worker has been assigned and an appointment has been scheduled.

### **Advance Issuance:**

Advance Issuances refers to supportive services issuances that participants are entitled to prior to the start of their assigned REP component. It must be issued in advance to prevent the participants from using personal funds to finance transportation, child care, and/or ancillary expenses.

### **Amerasians:**

Amerasians are persons of American and Asian decent, especially one whose mother is Asian and whose father is American. Amerasian traditionally, refers to children from Vietnam.

### **Ancillary/Work-Related Expense:**

Ancillary/work-related expense refers to the cost of items and services necessary for participation in a REP activity or to accept/retain employment.

### **Asylees:**

Asylees also meet the definition of "refugee". However, asylees are individuals, who, on their own, travel to the United States, apply for and receive a grant of asylum. These individuals do not enter the United States as refugees. They may enter as students, tourists, businessmen or without papers. Once they are in the United States, or at a land border or port of entry, they apply to the USCIS for asylum, a status that will acknowledge that they meet the definition of a refugee and that will allow them to remain in the United States. Individuals granted asylums are eligible for ORR assistance and services.

### **Auditor-Controller (A-C):**

The County Department designated to receive payment authorization(s) and issue checks. The A-C also performs County audit functions.



**Barriers:**

Barriers are personal or other problems/issues that interfere with participation, employment, job search and/or retention.

**Baseline:**

Baseline is a standard of comparison, in which a specific program measure is compared to an annual program measure. The initial start date of a program Baseline is the month prior to contract execution and has a County fiscal year end date. Every subsequent Baseline period will include a start date (the month following the previous fiscal year Baseline end date) and will have an end date of June 30<sup>th</sup> every County fiscal year after.

**Budget:**

The document that details the Contractor's costs for providing services is included in the Contract. Included in the Budget are the following:

- Direct Costs: Payroll, employee benefits (medical, dental, life insurance), payroll taxes, insurance (real, personal, etc., as required by the contract), supplies, postage, medical and office equipment, equipment maintenance, applicable taxes and other (specified).
- Indirect Costs: General Accounting/Bookkeeping, management overhead, and other (specified).
- Total Cost to Provide Assistance: The total of direct and indirect costs.

**California Work Opportunity and Responsibility to Kids (CalWORKs):**

CalWORKs provides temporary financial assistance and employment focused services to families with minor children who have income and property below State maximum limits for their family size.

**Caseload:**

The number of cases assigned to a case manager in a given period and the cases for which a regional contractor is responsible.

**Cause Determination:**

Cause determination is an investigation of good cause or no good cause when a participant fails or refuses to meet program requirements.

**Civil Rights Liaison:**

A DPSS employee in a welfare office that is responsible for formal Civil Rights complaints and inquiries.

**Civil Rights Section/ Civil Rights & Customer Relations (CRCR) Section:**

A section within DPSS assigned the responsibility for investigating alleged complaints of discriminatory treatment. This section will investigate all complaints against the Contractor's Case Management and Training staff.

**Compliance plan:**

A written plan developed during the Cause Determination interview to correct the instance of non-compliance.

**Contract Discrepancy Report:**

The report that is used when the performance of the Contractor is unacceptable, and/or when the number of discrepancies found during contract monitoring exceeds the number of discrepancies allowed by the AQL.

**Contractor Contract Manager:**

The individual designated by the contractor to administer the contract operations after the contract award.

**County Refugee Coordinator (CRC):**

County Refugee Coordinators (CRCs) are responsible for implementing strategies, funding and operating procedures for refugee services and programs. They provide advocacy with elective officials regarding refugee issues. The CRCs have knowledge and experience in naturalization, immigration and refugee program laws, policies and procedures.

**Cuban-Haitian Entrants:**

Cuban and Haitian entrants also meet the definition of "refugee". ORR defines Cuban and Haitian entrants as:

- (a) Any individual granted parole status as a Cuban/Haitian Entrant (Status Pending) or granted any other special status subsequently established under the immigration laws for nationals of Cuba or Haiti, regardless of the status of the individual at the time assistance or services are provided; and
  - (b) Any other national of Cuba or Haiti
- (1) Who:
- (i) Was paroled into the United States and has not acquired any other status under the Immigration and Nationality Act;
  - (ii) Is the subject of exclusion or deportation proceedings under the Immigration and Nationality Act; or

- (iii) Has an application for asylum pending with the Immigration and Naturalization Service;  
and
- (2) With respect to whom a final, non-appealable, and legally enforceable order of deportation or exclusion has not been entered.

**Date of Entry:**

The date of entry represents the date in which refugees are eligible to begin receiving ORR Services. In regards to asylees, it represents the date in which asylum was granted and the month in which they can receive ORR services.

**Department of Public Social Service (DPSS):**

The County department that's responsible for providing social and financial services to eligible persons in the County of Los Angeles.

**Deregistration:**

The closure of a case on GEARS, it may occur manually or automatically.

**Dual Track:**

Participants may, with the approval of the REP Case Manager and Supervisor, shorten job club/job search if it is determined that these services are not beneficial to the individual. Additionally, participants with Learning Disabilities may qualify for Dual Track services. Dual Track refers to the delivery of combined services (e.g., job club and remedial education/literacy) to better serve the participant. Dual Track participants must meet specific qualifiers and may not be, arbitrarily, placed into Dual Track.

**Educational Services:**

Educational Services includes academic or vocational training components and/or activities that enhance the existing marketable skills of the REP participant. These program component/activities will lead to gainful employment.

**Employment Authorization Documents:**

Documents establish identity and employment eligibility. The I-9 document with a refugee or asylee stamp is considered an unexpired employment authorization document.

**Employment Services:**

Job-related components and/or activities that promote and enhance job seeking/interview skills designed to aid REP participants in attaining gainful employment, as well as job retention.

**Exemption:**

An exemption is a condition or circumstance, which excludes a participant from participating in a welfare-to-work activity for as long as the condition or circumstance continues to exist. The exemption is subject to frequent review.

**Family Appraisal:**

A family appraisal is a strength-based conversation between an assessor and a REP participant to discuss the strengths and human services needs of the participant's family.

**Family Appraisal Tool:**

A tool designed to support a strength-based, family-focused, participant-guided, and open-ended conversation with REP participants/families who volunteer to participate.

**Family-focused:**

It is an approach that allows the human services professional to provide services to all family members.

**Full-Time Employment:**

Working at least thirty-two (32) hours per week for a single head of household and thirty-five (35) hours a week for a two parent household, in a job for a salary which would at least equate to the Federal minimum wage, or to the State minimum wage, whichever is higher.

**GAIN Division:**

A Division within DPSS assigned the responsibility for administration of the GAIN Program and the Refugee Employment Program (REP). This Division may also provide technical assistance to Contractors, when necessary, to ensure that GAIN/CalWORKs program requirements are met.

**GAIN Program Handbook:**

A document which details the policies and procedures for delivering case management services to Los Angeles County CalWORKs participants. The content reflects State and Federal laws and regulations, and subsequent updates.

**GAIN Services Worker (GSW):**

The employee of the Department of Public Social Services GAIN Line Operations who directly provides case management to GAIN program participants.

**GEARS:**

GEARS is the acronym for "GAIN Employment Activity and Reporting System" which is the automated data management system used to support the GAIN program in Los Angeles County by tracking participants, authorizing payments, generating reports, maintaining inventories of available resources, and providing program monitoring data.

**General Assistance (GA):**

Federal term for General Relief.

**General Relief (GR):**

General Relief (GR) is a County-funded program that provides temporary cash aid to indigent adults and certain sponsored legal immigrant families who are ineligible for Federal or State programs.

**General Relief Opportunities for Work (GROW):**

General Relief Opportunities for Work (GROW) provides employment and training services to help employable General Relief (GR) participants obtain jobs and achieve self-sufficiency. Participants are assigned to a GROW Case Manager (GCM) who will work with them to achieve their employment goals.

**Good Cause:**

An approved good reason, as defined by the County, for a participant who has failed or refused to participate or was non-responsive in a REP activity. A number of good cause reasons can excuse an individual from participating in REP for an extended period of time.

**Greater Avenue for Independence (GAIN):**

A division of the Department of Public Social Services that has responsibility for the Welfare-to-Work program which focus on education and training for welfare families (English and Spanish population) to prepare them for job readiness.

**Issuance Review Team/County Issuance Approval Team (CIA Team):**

County staff that approves transportation and ancillary request for contracted offices.

**Job Club/Job Search:**

Activities performed by the CalWORKS/RCA/GR/Non-aided participants, utilizing resource areas, to develop job leads and schedule interviews, network with potential employers, work with job developers to obtain referrals and expand job search activities.

**Job Placement Rate:**

In any given month the Job Placement Rate shall be the ratio of the job placement count to the REP caseload.

**Job Placement Count:**

The job placement count is the sum of all REP registered participants who are placed in a given month. Placement occurs when either of the following two things happens:

- A REP registered participant enters full-time or part-time employment with a new employer during the month and is entered into REP Computer Systems. Only one entered employment is counted in a given quarter.

- A newly REP referred participant who is employed due to the attainment of unsubsidized employment is entered into REP Computer System. Neither subsidized employment nor a grant-diversion community service assignment will be counted as a placement.

### **Job Services:**

Job Services includes job skills workshops that focus on job seeking/interview skills, activities designed to promote motivation and self-esteem, and job search.

### **Matching Grant Program:**

The Matching Grant Program, administered by the Office of Refugee Resettlement (ORR) is an alternative program to public assistance designed to make refugees self-sufficient within four (4) months from the date of entry into the U.S. The program is funded on a calendar year basis. Eligible grantees are Voluntary Agencies able to coordinate comprehensive multilingual, multicultural services for refugees at local sites among other requirements. Clients eligible to be served under this program are refugees, certain Amerasians, Cuban and Haitian entrants, asylees, and victims of a severe form of trafficking. Enrollment must be completed within thirty-one (31) days of eligibility for the program.

### **Monthly Management Report:**

The report that the Contractor will provide to the County monthly to apprise the County of implementation progress, program accomplishments, and statistical data, consistent with the Specific Task requirements detailed in Section 5.0 of the Statement of Work.

### **Mutual Assistance Associations (MAAs):**

Mutual Assistance Associations (MAAs) are community based organizations, comprised of refugees, for the specific purpose of providing assistance to other refugees. The MAAs provide services such as English language training, youth development, employment counseling, social adjustment services, cultural preservation and information, referral services, and address unique cultural needs of that community. These organizations provide a vital link to avenues of assistance for refugees.

### **National Voluntary Resettlement Agencies (VOLAGs):**

A Voluntary Agency (VOLAG) provides resettlement assistance and is initially the sponsor of a refugee entering the United States. There are twelve (12) major VOLAGs which contract with the Department of State to provide services such as reception, basic orientation, counseling, food, shelter and health services to refugees. The VOLAGs act as referral sources to the appropriate local agencies for employment and English language training.

### **Non-Aided:**

Non-aided refers to refugees who are ineligible or are not receiving any forms of public assistance, but is eligible for refugee services.

### **Notice of Action:**

A written notice sent to participants when there is an approval, change or denial of request for services.

**Office of Refugee Resettlement (ORR):**

The Office of Refugee Resettlement advises the Secretary of U.S. Department of Health and Human Services (HHS) through the Assistant Secretary for Children and Families on matters relating to refugee resettlement, immigration, and repatriation. ORR plans, develops and directs implementation of a comprehensive program for domestic refugee and entrant resettlement assistance. It develops, recommends, and issues program policies, procedures and interpretations to provide program direction. ORR monitors and evaluates the performance of states and other public and private agencies in administering these programs and supports actions to improve them. It provides leadership and direction in the development and coordination of national public and private programs that provide assistance to refugees, entrants, unaccompanied alien minors, and other immigrants.

**Oracle:**

Refugee Information System/Oracle is a refugee services system that resides on a standalone application server and Oracle database server dedicated to processing refugee services functions, i.e., Refugee Employment Program services functions. DPSS staff (internal users) and Service Provider staff (external users) can access the Refugee Information System any time via the Internet using SecurID cards.

**Participant:**

A participant is a person who received CalWORKs/GAIN/REP benefits and services, (i.e., a client).

**Part-Time Employment:**

Working less than thirty-two (32) hours per week for a single head of household and under thirty-five (35) hours a week for a two parent household, in a job for wages which would at least equate to the Federal minimum wage, or to the State minimum wage, whichever is higher.

**Participant-guided:**

A holistic approach that allows the participant and/or family member the opportunity to express their feelings, ideas, and concerns in a positive or negative manner, regarding their experience since arriving in this country, their expectations, to striving for self-sufficiency to the assessor without judgment.

**Performance Requirement Summary (PRS):**

The document, furnished by the County (Technical Exhibit A-1) which identifies and summarizes elements of this contract, the County will be evaluating to assure that contract performance standards are met by the Contractor.

**Post Employment Services (PES) – Job Retention Services:**

Post-employment services are designed to help participants stay employed and attain a better job with wages which enable self-sufficiency from CalWORKs/public assistance dependency. The goal is to provide participants with the information, resources, and tools to retain unsubsidized employment; improve career potential; and to achieve economic self-sufficiency at a living wage prior to exhausting their five-year lifetime limit.

**Post Time-Limited Services (PTL):**

Employment related services received during the twelve (12) months following the CalWORKs participant reaching his/her 60-month lifetime-limit.

**Public Contact Staff:**

Any Staff who's position requires him/her them to communicate with the public (such as refugees, asylees, and program participants) during the course of their assigned function.

**Quality Control Program:**

All necessary measures taken by Contractor to assure that the quality of services will meet Contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity.

**Random Sample:**

A standardized method for monitoring product (output) quality wherein all products within a lot (batch) stand a statistically equal chance of being selected for inspection. This is one of the methods by which DPSS may monitor Contractor's performance in providing the required services.

**Refugee:**

A "refugee" is primarily defined as any person who is outside any country of such person's nationality or, in the case of a person having no nationality, is outside any country in which such person last habitually resided, and who is unable or unwilling to return to, and is unable or unwilling to avail himself or herself of the protection of, that country because of persecution or a well-founded fear of persecution on account of race, religion, nationality, membership in a particular social group, or political opinion.

**Refugee Case Managers (RCM):**

Refugee Case Manager is responsible for motivating refugee participants toward employment and self-sufficiency in REP.

**Refugee Cash Assistance (RCA):**

Cash assistance benefits provided to needy refugees for a maximum of eight (8) months following arrival in the U.S. without financial resources. This refugee assistance, if needed, is paid entirely from Federal funds through ORR.

**Refugee Employment Program (REP):**

The REP provides outreach, case management, employment, training and placement services to refugees in the United States less than five years (excluding any Federal waivers), and asylees, to adjust and adapt to the American workplace, learn English, find employment, and ultimately achieve self-sufficiency to end their dependence on welfare.



**Refugee Social Services (RSS):**

Refugee Social Services helps refugees become self-supporting as quickly as possible. ORR provides RSS funding to State governments and private, non-profit agencies which are responsible for providing services, such as English language and employment training. Refugees receiving cash and medical assistance are required to be enrolled in employment services and to accept offers of employment. Social services are also provided through a variety of ORR grant initiatives that focus on special needs of refugees. RSS funds (formula grants) varies according to each state's proportion of refugee arrivals during the previous three fiscal years. In addition to refugees and asylees, Cuban/Haitian entrants, Amerasians from Vietnam, victims of a severe form of human trafficking who have received certification or eligibility letters from ORR and specified family members of trafficking victims are eligible for RSS/TA services.

**Refugee Program Bureau (RPB):**

The California Refugee Program is administered by the Refugee Programs Bureau (RPB) under the direction of the Child Care and Refugee Programs Branch, Welfare to Work Division of the California Department of Social Services. The RPB has responsibility for managing and coordinating the delivery of benefits and services to the refugee and entrant populations in California. The RPB administers the Refugee Resettlement Program (RRP) and the Cuban/Haitian Entrant Program within the pertinent Federal Guidelines and funding constraints and the State Plan.

**Resource and Referral Agency (R&R):**

A contractor who provides resource and referral, refers participants to license child care providers.

**Sample Size:**

The number of units or services to be checked in a given time period.

**Sanction:**

A sanction is a penalty consisting of a reduction in the family's grant by removing a non-complying participant from the assistance unit (AU) for a period of time. The term "sanction" applies when a participant fails or refuses, without good cause, to participate in a mandated activity associated with CalWORKs and RCA requirements.

**Scope of Work/Statement of Work:**

General terms or conditions included under the Contract (i.e., the Contractor will provide all personnel, materials, general supervision and other items or services necessary to perform the required services).

**Self-sufficiency:**

Self-sufficiency is a level at which participant have the skills and ability to be economically independent and have obtained a steady source of income that removes the need for welfare assistance.

**Service Office:**

A site where the Contractor will provide services.

**Specialized Supportive Services (Welfare-to-Work Activities):**

Domestic Violence, Substance Abuse, and Mental Health Services are provided to CalWORKs participants in an effort to help them overcome employment barriers. The following services are available:

- Domestic Violence services include, but are not limited to, help with leaving an abusive household, emergency shelter, individual and group counseling, developing healthy parent-children relationships, legal services (i.e. preparation of restraining orders or immigration issues).
- Substance Abuse services include, but are not limited to, detoxification program, residential treatment, individual group and family counseling.
- Mental Health services include, but are not limited to, help getting through a crisis, help finding a job, rehabilitation services, medication support and counseling.

**Standard:**

A minimum requirement set by the County for the Contractor to perform a service or activity.

**Strength-based:**

This is an approach to working with families, in which assessors will place the primary focus on the positive family assets disclosed in the family assessment and affirm those favorable resources that may address the barriers within the family household.

**Subsidized Employment:**

Employment in which the Welfare-to-Work participant's employer is partially or wholly reimbursed for wages and/or training costs.

**Supportive Services:**

The GAIN program helps participants with transportation, child care and work/training related costs, e.g., tools, books, school fees, uniforms, and work clothing. Participants must be participating in GAIN to qualify.

**Targeted Assistance Funds:**

Targeted Assistance Funds is a program that targets additional resources to communities facing extraordinary resettlement problems because of a high concentration of refugees and a high use of public assistance by the resident refugee population. Special efforts are directed to those refugees who depend upon public assistance.

**Temporary Assistance for Needy Families (TANF):**

Name of the Federal welfare reform program to provide time limited assistance to needy families and assist them to transition from Welfare-to-Work.

**Transition Period:**

Transition period is defined as period between contract start date and direct services start date. The transition period will be used to transfer current REP cases to the new Contractor and to provide training to Contractor's staff.

**Unsubsidized Employment:**

Employment in which the Welfare-to-Work participant's employer is not partially or wholly reimbursed for wages and/or training costs.

**Victim of a Severe Form of Trafficking:**

Severe form of trafficking is defined as -

- A. sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained eighteen (18) years of age; or
- B. the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

**Wage Rate:**

The average initial (entry level) hourly wage paid for all participants who enter employment in a given month.

**Welfare-to-Work**

Welfare-to-Work refers to the employment services and training aspect of CalWORKs. Under REP, refugees receive work-related services as part of Welfare-to-Work.

**Welfare-to-Work Plan:**

A plan developed with the participant based assessment in mind. The plan includes specific activity assignments, the hours of participation and services required that will move the participant into unsubsidized employment. Approved work activities include: unsubsidized employment, on-the-job training, job search, and job readiness assistance, work experience, vocational training, community service, mental health, substance abuse and domestic violence treatment service, and educational and job skills training directly related to employment.

**LIST OF CURRENT DPSS VOCATIONAL ASSESSORS**

<b>Name</b>	<b>Address</b>
Anfuso Vocational Services	1041 S. Garfield Ave., Suite 205 Alhambra, CA 91801
Career Options, Inc.	3250 Wilshire Blvd., Suite 1604 Los Angeles, CA 90010
Foster Assessment Center	1541 Wilshire Blvd., Suite 100 Los Angeles, CA 90017
Jewish Vocational Services	6505 Wilshire Blvd., Suite 200 Los Angeles, CA 90048
Long Beach Adult	3701 E. Willow Long Beach, CA 90815
Long Beach City College	1305 E. Pacific Coast Hwy. Long Beach, CA 90806
L.A. Valley College Assessment Center	5800 Fulton Ave. Valley Glen, CA 91401
Verdugo Consortium	1255 S. Central Ave. Glendale, CA 91204

## LIST OF DPSS SPECIALIZED SUPPORTIVE SERVICES PROVIDERS

### Domestic Violence Services Providers

Family Crisis Center
Akila Concepts, Inc.
Antelope Valley Domestic Violence Council
Asian Pacific American Legal Center of Southern California
Bienvenidos Children's Center Inc.
Cambodian Association of American
Center for the Pacific Asian Family
Chicana Service Action Center, Inc.
Children's Institute International
Community Counseling Services of Los Angeles
Community Legal Services
Domestic Abuse Center
East Los Angeles Women's Center
Foothill Family Services
Harriet Buhai Center for Family Law
Haven Hills, Inc.
Helpline Youth Counseling, Inc.
House of Ruth, Inc.
Human Services Association
Institute for Multicultural Educational Services
Interval House
Jenesse Center, Inc.
Jewish Family Services/Family Violence Project
Legal Aid Foundation of Los Angeles
Los Angeles Center for Law & Justice
National Council on Alcohol & Drug Dependency
Neighborhood Legal Services of Los Angeles County
Ocean Park Community Center
Peace and Joy Care Center
Project: Peacemakers, Inc.
Prototypes
Rainbow Services, Ltd.
San Fernando Valley Community Mental Health Center, Inc.
San Pedro Community Legal Services
Santa Anita Family Services
Southern California Alcohol & Drug Programs, Inc.
Su Casa Family Crisis & Support Ctr.
Women's & Children Crisis Shelter, Inc.
Women Shelter of Long Beach
YWCA of Glendale Domestic Violence Project
YWCA of San Gabriel Valley

## LIST OF DPSS SPECIALIZED SUPPORTIVE SERVICES PROVIDERS

### Substance Abuse Services Providers

Name	Facility Address	City/ZIP
ALCOHOLISM CENTER FOR WOMEN, INC.	1147 South Alvarado Street	Los Angeles 90006
ALCOHOLISM CENTER FOR WOMEN, INC.	1135 South Alvarado Street	Los Angeles 90006
ASIAN AMERICAN DRUG ABUSE PROGRAM, INC.	3838 Martin Luther King Boulevard	Los Angeles 90008
ASIAN AMERICAN DRUG ABUSE PROGRAM, INC.	3838 Martin Luther King Boulevard	Los Angeles 90008
ASIAN AMERICAN DRUG ABUSE PROGRAM, INC.	5318 South Crenshaw Boulevard	Los Angeles 90043
AVALON-CARVER COMMUNITY HEALTH CENTER	4920 South Avalon Boulevard	Los Angeles 90011
BEHAVIORAL HEALTH SERVICES, INC.	3421 East Olympic Boulevard	Los Angeles 90023
CALIF. HISPANIC COMMISSION ON ALCOHOL AND DRUG ABUSE	5801 East Beverly Boulevard	Los Angeles 90022
CALIF. HISPANIC COMMISSION ON ALCOHOL AND DRUG ABUSE	3125 North Broadway	Los Angeles 90031
CASA DE HERMANDAD, INC.	11821 West Pico Boulevard	West Los Angeles 90064
CHABAD OF CALIFORNIA, INC.	5675 West Olympic Boulevard	Los Angeles 90036
CHARLES R. DREW UNIVERSITY OF MEDICINE AND SCIENCE	9307 South Central Avenue	Los Angeles 90002
CHILDREN'S INSTITUTE INTERNATIONAL	711 South New Hampshire Avenue	Los Angeles 90005
CITY OF COMPTON	404 North Alameda Street	Compton 90222
CLINICA MONSEÑOR OSCAR A. ROMERO	2032 Marengo Street	Los Angeles 90033
CRI-HELP, INC.	2010 North Lincoln Park Avenue	Los Angeles 90031
DO IT NOW FOUNDATION	7060 Hollywood Boulevard, Suite 201	Hollywood, 90028
EL CENTRO DEL PUEBLO	760 South Westmoreland Avenue	Los Angeles 90005
HIS SHELTERING ARMS, INC.	11101 South Main Street	Los Angeles 90061
HOMELESS HEALTH CARE LOS ANGELES, INC.	2330 Beverly Boulevard	Los Angeles 90057
KOREAN YOUTH AND COMMUNITY CENTER, INC.	680 South Wilton Place	Los Angeles 90005
LOS ANGELES CENTERS FOR ALCOHOL AND DRUG ABUSE	11015 Bloomfield Avenue	Santa Fe Springs 90670
MARY-LIND FOUNDATION	4445 Burns Avenue	Los Angeles 90029
MELA COUNSELING SERVICES CENTER, INC.	5240 East Beverly Boulevard, 2nd Floor	East Los Angeles 90022
MID VALLEY RECOVERY SERVICES, INC.	453 South Indiana Street	Los Angeles 90063
MINI TWELVE STEP HOUSE, INC.	200 North Long Beach Boulevard	Compton, 90221
MINI TWELVE STEP HOUSE, INC.	303 East 52nd Street	Los Angeles 90011
MJB TRANSITIONAL RECOVERY, INC.	11152-11156 South Main Street	Los Angeles 90061
PEOPLE COORDINATED SERVICES OF SOUTHERN CALIFORNIA	3021 South Vermont Avenue	Los Angeles 90007
PEOPLE IN PROGRESS, INC.	1636 West 8th Street, Suite 103	Los Angeles 90017
PLAZA COMMUNITY CENTER	4127 Cesar Chavez Boulevard	Los Angeles 90063
SALVATION ARMY, A CALIFORNIA CORPORATION	3107 South Grand Avenue	Los Angeles 90007
SHIELDS FOR FAMILIES PROJECT, INC. (THE)	12021 South Wilmington Avenue, Parking Lot C	Los Angeles 90059
SOUTHERN CALIFORNIA ALCOHOL AND DRUG PROGRAMS, INC.	11500 Paramount Boulevard	Downey 90241
SPECIAL SERVICE FOR GROUPS	532 South Vermont Avenue, Suite 102	Los Angeles 90020
SPIRITT FAMILY SERVICES, INC.	13135 Barton Road	Whittier 90605
SUNRISE COMMUNITY COUNSELING CENTER	537 South Alvarado Street, 2Nd Floor	Los Angeles 90057
WATTS HEALTHCARE CORPORATION	8005 South Figueroa Street	Los Angeles 90003

## LIST OF DPSS SPECIALIZED SUPPORTIVE SERVICES PROVIDERS

### Mental Health Services Providers

Facility Name	Address	City	Zip
Antelope Valley MHS	349-A EAST AVE. K-6, SUITE A	LANCASTER	93535
Palmdale Mental Health Center	1529 E. PALMDALE BL., STE.150	PALMDALE	93550
Pennylane, National Foundation for Treatment	190 SIERRA COURT, SUITE C-8	PALMDALE	93550
Valley Child Guidance Clinic	310 E. PALMDALE BLVD. SUITE #G	PALMDALE	93550
Asian Pacific Counseling & Treatment Center of San Fernando Valley	5900 SEPULVEDA BLVD. #425	VAN NUYS	91411
Child & Family Guidance Center	9650 ZELZAH AVE	NORTHRIDGE	91325
Child And Family Center	21704 GOLDEN TRIANGLE RD, #120	SAUGUS	91350
Child And Family/Newhall-OP	23504 LYONS AVE. #204	NEWHALL	91321
El Centro de Amistad	6800 OWENSMOUTH AVE. #310	CANOGA PARK	91303
Glen Roberts Child Study Center	1530 E. COLORADO STREET	GLENDALE	91205
Hathaway Children's Services	11500 ELDRIDGE AVE, SUITE 204	LAKE VIEW TERR	91342
Hillview Mental Health Center, Inc.	11500 ELDRIDGE AVE, SUITE 206	LAKE VIEW TERR	91342
San Fernando Mental Health Services	10605 BALBOA BLVD	GRANADA HILLS	91344
San Fernando Valley CMHC: CalWORKs Supportive Services	11565 LAUREL CANYON BLVD., #101	MISSION HILLS	91340
San Fernando Valley CMHC: Center for Family Living	14545 SHERMAN CIRCLE	VAN NUYS	91405
San Fernando Valley CMHC: MacDonald Carey OP	11631 VICTORY BLVD., SUITE 203	NO. HOLLYWOOD	91606
Santa Clarita Valley MHC	25050 PEACHLAND AVE, STE. 203	NEWHALL	91321
Sterling Behavioral Health Institute	15216 VANOWEN AVE, STE 2B	VAN NUYS	91361
Sterling Behavioral Health Institute	31824 VILLAGE CENTER RD, STE E	WESTLAKE VILLAGE	91361
Valley Coordination Children Services	19231 VICTORY BLVD, #110	RESEDA	91335
Verdugo Mental Health Center	3436 N. VERDUGO RD, #10	GLENDALE	91208
West Valley Mental Health Center	7621 CANOGA AVENUE	CANOGA PARK	91304
WRAP Family/SVS-API Network	6851 LENNOX AVE., #400	VAN NUYS	91405
Arcadia MHS	330 EAST LIVE OAK AVE	ARCADIA	91006
Asian Pacific Family Center	9353 E. VALLEY BLVD	ROSEMEAD	91770
Child and Family Svc(Tri City)	790 E. BONITA AVE.	POMONA	91767
D Veal Family and Youth Services	855 N. ORANGE GROVE BL	PASADENA	91103
Enki LPVMHC - La Puente	160 SOUTH SEVENTH AVENUE	LA PUENTE	91744
ENKI Youth and Family Services - Covina	535 S SECOND AVE	COVINA	91723
I-CAN OP	2555 E. COLORADO BLVD, #100	PASADENA	91107
Pacific Clinics	1020 S. ARROYO PARKWAY	PASADENA	91105
Pacific Clinics	66 HURLBUT STREET	PASADENA	91105
Pacific Clinics/Irwindale OP	13177 RAMONA BLVD, STE C	IRWINDALE	91706
Pacific Clinics: East Foothill Guidance	902 S. MYRTLE AVE.	MONROVIA	91016

Facility Name	Address	City	Zip
Pacific Clinics: East Youth Duarte	902 S. MYRTLE AVE.	MONROVIA	91016
Pacific Clinics: Fair Oaks	909 SOUTH FAIR OAKS AVENUE	PASADENA	91105
Pacific Clinics	1007 N. LAKE AVE	PASADENA	91104
Pasadena Children's Training Society dba The Sycamores	2933 NORTH EL NIDO DRIVE	ALTADENA	91101
Tri City MH	2008 N. GAREY AVE	POMONA	91767
Asian Pacific Counseling & Treatment Center	520 LAFAYETTE PARK PL, #300	LOS ANGELES	90057
Children's Hospital of Los Angeles	5000 SUNSET BLVD, 7TH FL	LOS ANGELES	90027
Children's Institute International	711 S. NEW HAMPSHIRE, #1232	LOS ANGELES	90005
Community Counseling Services Amanecer	1200 WILSHIRE BL., STE 210	LOS ANGELES	90017
Downtown Mental Health Services	529 S. MAPLE ST	LOS ANGELES	90013
Enki/East LA MHS - Pico Union	2523 W. 7TH STREET	LOS ANGELES	90057
Hathaway Family Resource Centers	840 N. AVENUE 66	HIGHLAND PARK	90042
Hollywood Mental Health Center	1224 VINE STREET	LOS ANGELES	90038
Institute for Multicultural Counseling and Education Services (VERDUGO)	3580 WILSHIRE BL., STE. 200	LOS ANGELES	90010
LAC/USC MC Child/Adolescent	PSYC IRD - 2020 ZONAL AVE.	LOS ANGELES	90033
Northeast Mental Health Center	5321 VIA MARISOL	LOS ANGELES	90042
Portals House-CLP	269 S MARIPOSA AVE	LOS ANGELES	90004
Portals Hse-Marisposa Club	269 S MARIPOSA AVE	LOS ANGELES	90004
Portals House-Wilshire	3345 Wilshire Boulevard, Suite 700	LOS ANGELES	90057
Seven Generations Child & Family Counseling Services American Indian	1135 WEST 6TH ST	LOS ANGELES	90017
SSG IndoChinese Counseling Center	605 W. OLYMPIC BLVD. STE 350	LOS ANGELES	90015
Didi Hirsch CMHC-Culver/Palms	11133 WASHINGTON BL.	CULVER CITY	90232
Didi Hirsch CMHC-Mar Vista	12420 VENICE BL, #200	MAR VISTA	90066
Didi Hirsch / Sepulveda CC	4760 S. SEPULVEDA BL	CULVER CITY	90230
E. D. Edelman MHS Adult and Children	11080 W. OLYMPIC BLVD. 1ST FL.	LOS ANGELES	90064
Mental Health Association-SHARE	5521 GROSVENOR BLVD	LOS ANGELES	90066
St. John's Child & Family Dev. Center	1339 20TH STREET	SANTA MONICA	90404
WRAP Family Services	8616 LA TIJERA BLVD. STE 200	LOS ANGELES	90045
Augustus F. Hawkins Comp. MHC	1720 EAST 120TH STREET	LOS ANGELES	90059
Compton Mental Health Center	322 WEST COMPTON BLVD, STE 202	COMPTON	90220
Didi Hirsch C.M.H.C-Manchester Center	1328 WEST MANCHESTER AVE.	LOS ANGELES	90044
Kedren Community Mental Health Center, Inc. - Child	4211 SOUTH AVALON BLVD	LOS ANGELES	90011
LA Child Guidance Clinic	3787 S VERMONT AVE	LOS ANGELES	90007
LA Child Guidance Clinic - Crenshaw	4401 CRENSHAW BL	LOS ANGELES	90043
LA Child Guidance Clinic/Prototype	7410 S BROADWAY	LOS ANGELES	90003
Latino Mental Health Center	1720 E. 120th STREET	LOS ANGELES	90059
M. L. King Jr. Medical Center - Child/Adolescent	12021 S WILMINGTON AVENUE	LOS ANGELES	90059
Portals - Community Connections	3873 S. WESTERN AVENUE	LOS ANGELES	90062



Facility Name	Address	City	Zip
South Central Health And Rehabilitation Program (SCHARP)	5201 S. VERMONT AVENUE	LOS ANGELES	90037
Services W/O Walls(YIP)	2460 E VERNON AVE	LOS ANGELES	90043
Services W/O Walls(YIP)	1776 E. CENTURY BLVD.	LOS ANGELES	90002
Shields For Families (ICS)	12714 S. AVALON BL, #109	LOS ANGELES	90061
West Central Family Mental Health	3751 W. STOCKER ST	LOS ANGELES	90008
Wilshire Children's Center	3320 WEST ADAMS BL	LOS ANGELES	90018
ALMA Family Services	9140 WHITTIER BLVD	PICO RIVERA	90660
American Indian Counseling Center	17707 S. STUDEBAKER ROAD	CERRITOS	90703
Community Family Guidance Center	10929 SOUTH ST, SUITE 208B	CERRITOS	90701
Enki - East LA MHS - Bell Gardens	6001 CLARA ST.	BELL GARDENS	90201
Enki - East LA MHS - Commerce	1436 GOODRICH BLVD	COMMERCE	90022
Intercommunity Child Guidance Center	8106 S BROADWAY ST	WHITTIER	90606
Pacific Clinics: El Camino MHC	11721-A TELEGRAPH ROAD	SANTA FE SPRGS	90670
Rio Hondo Community MHC	17707 S. STUDEBAKER ROAD	CERRITOS	90703
Royal Family Mental Health Services	245 S FETTERLY AVE	LOS ANGELES	90022
San Antonio MHC Somos Familia	6450 GARFIELD AVENUE	BELL GARDENS	90201
1736 House - Family Crisis Center	601 S. PACIFIC COAST HWY.	REDONDO BEACH	90277
Children's Institute International	21810 NORMANDIE AVE	TORRANCE	90502
Coastal Asian Pacific MH Services	14112 S KINGSLEY DRIVE	GARDENA	90249
Didi Hirsch Inglewood	111 N. LA BREA AVE, STE 201	INGLEWOOD	90301
DMH-Harbor-UCLA Medical Center	1000 W CARSON ST, BLDG. D-5	TORRANCE	90509
Greater Long Beach Child Guidance Center, Inc.	3711 LONG BEACH BLVD, STE. 600	LONG BEACH	90807
The Guidance Center - Long Beach	3711 LONG BEACH BLVD, STE. 600	LONG BEACH	90807
The Guidance Center - San Pedro	411 N. HARBOR BL., STE. 300	SAN PEDRO	90731
Long Beach Asian Pacific Mental Health Program	1975 LONG BEACH BLVD	LONG BEACH	90806
Long Beach Child & Adolescent Clinic	240 E. 20TH STREET	LONG BEACH	90808
Long Beach MHS Adult Clinic	1975 LONG BEACH BLVD	LONG BEACH	90806
San Pedro Mental Health Services	769 WEST THIRD STREET	SAN PEDRO	90731
South Bay Children's Health Center	410 S CAMINO REAL	REDONDO BEACH	90277
South Bay Mental Health Services	2311 WEST EL SEGUNDO BLVD	HAWTHORNE	90250
WRAP Family Services	3530 ATLANTIC AVE. STE 202	LONG BEACH	90807

## **MINIMUM REQUIREMENTS FOR CASE MANAGERS**

Case Managers are to be the equivalent of the County's GAIN Services Workers.

### **REQUIRED TRAINING AND EXPERIENCE:**

A four-year college degree –OR- An AA degree and two years of case management experience, - OR- An AA\* degree and two years of employment counseling experience – OR- two years of employment counseling experience in a GAIN environment.

\*Achievement of Junior class standing in an accredited college may be substituted for an AA degree provided other training or experience requirements are met.

# REP REDESIGN COMPONENTS

Technical Exhibit A-12

CalWORKs	Non-CalWORKs			
	Refugee Cash Assistance (RCA)	General Relief (GR)	Non-Aided	Waiver (Refugee in U.S. 60 months or more)
<p><b>Primary Components:</b></p> <ul style="list-style-type: none"><li>• REP Appraisal</li><li>• Self-Initiated Program</li><li>• REP Orientation/Job Club/Job Search</li><li>• Vocational Assessment</li></ul> <p><b>Post-Assessment Activity:</b></p> <ul style="list-style-type: none"><li>• Learning Disabilities Diagnosis Screening/Evaluation/Diagnosis (LD)</li><li>• VESL</li><li>• Remediation</li><li>• Limited English Proficiency (LEP)</li><li>• WEX – Work Experience</li><li>• Vocational/Education Training</li><li>• Post-Employment Services (PES)</li><li>• Post Time Limited Services (PTL)</li></ul> <p><b>Concurrent Activities :</b></p> <ul style="list-style-type: none"><li>• Family Appraisal<ul style="list-style-type: none"><li>1. Refugee Family Support Services</li></ul></li><li>• Life Skills Workshops</li><li>• Flex Job Services</li><li>• Transitional Subsidized Employment (TSE)</li><li>• Post Employment Career Assessment</li><li>• Clinical Assessment</li><li>• Professional Development</li><li>• Employment Retention Services</li><li>• College Work Study</li></ul> <p><b>Additional Supportive Activities:</b></p> <ul style="list-style-type: none"><li>• Evaluation of Records</li><li>• Social Adjustment Serv</li><li>• Outreach Services</li><li>• Mentoring (Family)</li><li>• Home Visit Outreach</li></ul>	<p><b>Primary Components:</b></p> <ul style="list-style-type: none"><li>• REP Appraisal</li><li>• Self-Initiated Program</li><li>• Family Appraisal<ul style="list-style-type: none"><li>1. Refugee Family Support Services</li></ul></li><li>• REP Orientation/Job Club/Life Skills</li><li>• Vocational Assessment</li><li>• Vocational/Educational Training</li><li>• Learning Disabilities Screening/Evaluation/Diagnosis (LD)</li></ul> <p><b>Concurrent REP Activities:</b></p> <ul style="list-style-type: none"><li>• Remediation</li><li>• VESL</li><li>• Limited English Proficiency (LEP)</li><li>• Clinical Assessment</li><li>• Professional Development</li><li>• Employment Retention Services</li><li>• WEX – Work Experience</li></ul> <p><b>Additional Supportive Activities:</b></p> <ul style="list-style-type: none"><li>• Evaluation of Records</li><li>• Social Adjustment Services</li><li>• Outreach Services</li><li>• Mentoring (Family)</li></ul>	<p><b>Primary Components:</b></p> <ul style="list-style-type: none"><li>• REP Appraisal</li><li>• Self-Initiated Program</li><li>• Family Appraisal<ul style="list-style-type: none"><li>1. Refugee Family Support Services</li></ul></li><li>• REP Orientation/Job Club/Job Search/Life Skills</li><li>• Vocational Assessment</li><li>• Vocational/Educational Training</li><li>• Learning Disabilities Screening/Evaluation/Diagnosis (LD)</li></ul> <p><b>Concurrent REP Activities:</b></p> <ul style="list-style-type: none"><li>• Remediation</li><li>• VESL</li><li>• Limited English Proficiency (LEP)</li><li>• Clinical Assessment</li><li>• Professional Development</li><li>• Employment Retention Services</li><li>• WEX – Work Experience</li></ul> <p><b>Additional Supportive Activities:</b></p> <ul style="list-style-type: none"><li>• Evaluation of Records</li><li>• Social Adjustment Services</li><li>• Outreach Services</li><li>• Mentoring (Family)</li></ul>	<p><b>Primary Components:</b></p> <ul style="list-style-type: none"><li>• Citizenship and Naturalization Preparation Services</li><li>• Social Adjustment Services</li><li>• Referral and Interpretive Services</li></ul>	

**DEPARTMENT OF PUBLIC SOCIAL SERVICES**



**REFUGEE EMPLOYMENT PROGRAM (REP)  
FAMILY APPRAISAL INTERVIEW  
TOOLS**

<b>PARTICIPANT NAME:</b>	<b>DPSS CASE NUMBER:</b>
<b>RCM NAME:</b>	<b>RCM FILE:</b>
<b>DATE:</b>	<b>RCM TELEPHONE NUMBER:</b>

<b>PARTICIPANT NAME:</b>				
<b>RESIDENCY STATUS</b> (circle one)	<b>Refugee</b>	<b>Asylee</b>	<b>Parolee</b>	<b>Other</b>
<b>DPSS CASE NUMBER:</b>		<b>ALIEN NUMBER:</b>		
<b>PRIMARY LANGUAGE:</b>		<b>INTEPRETER NEEDED:</b> Y      N		

## **DEPARTMENT OF PUBLIC SOCIAL SERVICES REP Family Appraisal Interview**

**Health:** How would you describe your family's health?  
(No health problems, some health problems, many health problems)

Have your children been immunized? (*Protected against disease*)

What do you feel could better assist your family's health care needs?  
(Such as, access to medical coverage, breathing machine or equipment, and medicine.)

Indicate specific Health-related supports requested for each family member:  
(Such as, special diets, education on asthma, etc.)

**Safety and Survival:** How would you describe your relationships with members of your current neighborhood?  
(Such as, getting along with neighbors; extracurricular activities of children; joining social organizations; etc.)

What do you feel can improve these relationships?

Indicate specific Safety and Survival-related supports requested for each family member:

**Social and Emotional:** How would you describe your current relationships with family?

What could help improve relationships with family members?

Indicate specific Social and Emotional-related supports requested for each family member:

**Education:** How would you describe your family's education and training situation?  
(All children are attending school, parents participating in Parent-Teacher Association, and enrolled in skills training, etc.)

What is the parent(s) role in their children's education? (Such as, communicating with your child's teacher, volunteering in your child's classroom, and/or assisting a teacher on a school trip, etc.)

How could you and your family achieve your education goals?

Indicate specific Education-related supports requested for each family member:

**Economic:** How would you describe your present financial situation?  
(Are you able to pay rent, bills, food, and clothing, etc.?)

What things do you think will improve your financial situation?

Indicate specific Economic and Work-Related supports requested for each family member:



## REP FAMILY APPRAISAL NOTES

[illegible]

### SCREENING RATING KEY

**The indicator *is currently a strength* for this individual and s/he is:**

4 self-sufficient in sustaining the strength and does not require outside assistance.

3 participating in outside assistance to sustain the strength.

The indicator *is currently not a strength* for this individual and s/he is:

2 trying to achieve the same strength, either independently or with outside assistance.

1 not trying to achieve the strength.

The indicator is *absolutely not a strength* for this individual and:

0 immediate outside assistance is required.

**If the indicator is “not applicable,” score the indicator N/A.**

If the individual's current status is unknown, leave the indicator **blank**

## DPSS and CORRESPONDING LA C-6 CAMPUS

DPSS LOCATIONS	COLLEGE / AGENCY	CONTACT	TITLE	PHONE	FAX	E-MAIL ADDRESS
San Fernando Valley GAIN Region II - Palmdale	ANTELOPE VALLEY COLLEGE 2041 W. Avenue K Lancaster, CA 93535	Tim Wiley	Director CalWORKs	(661) 722-6847	(661) 722-6348	<a href="mailto:twiley@antvc.edu">twiley@antvc.edu</a>
Lancaster Dist. #34						
West Valley #62						
Santa Clarita Dist. #61						
Central County GAIN Region V	CERRITOS COLLEGE 11110 Alondra Blvd. Cerritos, CA	Ranée DeLong-Chomrak	CalWORKs/PAGE Coordinator	(562) 890-2451 x 2858		
South County GAIN Region V						
South East County GAIN Region VI						
Norwalk Dist. #40						
South Special Dist. # 07						
South Family Dist. #31						
Paramount Dist. #62						
San Gabriel Valley GAIN Region III	CITRUS COLLEGE 1000 W. Foothill Blvd. Glendora, CA 91741	Martha McDonald	Director CalWORKs, EOPs, CARE	(626) 914-8556	(626) 657-4028	<a href="mailto:mmcdonald@citrus.accedss.edu">mmcdonald@citrus.accedss.edu</a>
San Gabriel Dist. #20						
El Monte Dist. #04						
San Fernando Valley GAIN Region II - Palmdale	COLLEGE OF THE CANYONS 29465 Rockwell Canyon Rd. Santa Clarita, CA 91355	Carolynne Forster	Director of Re-Entry	(661) 362-3016	(661) 362-5048	<a href="mailto:carolynne.forster@canycans.edu">carolynne.forster@canycans.edu</a>
Lancaster Dist. #34						
Santa Clarita Dist. #61						
South County GAIN Region V						
South East County GAIN Region VI	EL CAMINO COMPTON CENTER 1111 E. Artesia Blvd. Compton, CA 90221	John Rabun	Interim Director of CalWORKs	(310) 900-1830 x 2078	(310) 900-1874	
Cudahy Dist. #08						
Compton Dist. #28						
South Central Dist. 27						
South Family Dist. #31						
Paramount Dist. #62						
San Gabriel Valley GAIN Region III						
Central County GAIN Region V	EAST L.A. COLLEGE 1886 N. Vermont Ave. Los Angeles, CA 90029	Gayle Brodeau	Dean, Econ Rev./CalWORKs Director	(323) 416-6318	(323) 266-8998	<a href="mailto:brodeau@elac.edu">brodeau@elac.edu</a>
South East County GAIN Region VI						
Metro East Dist. # 15						
Lincoln Heights Dist. #82						
Belvedere Dist. # 05						
West County GAIN Region I	EL CAMINO COLLEGE 18007 Crosshew Blvd. Torrance, CA 90509	Jeanette Magee	Asst. Director CalWORKs	(310) 480-8062	(310) 480-8063	<a href="mailto:jmagee@elcamino.edu">jmagee@elcamino.edu</a>
South County GAIN Region V						
Southwest Special Dist. #06						
Southwest Family Dist. #63						

11/22/2008



DPSS LOCATIONS	COLLEGE / AGENCY	CONTACT	TITLE	PHONE	FAX	E-MAIL ADDRESS
East San Fernando Valley GAIN Region VII - Burbank Glendale Dist. #02 Pasadena Dist. #03	GLENDALE COMMUNITY COLLEGE 1800 N. Verdugo Rd. Glendale, CA 91206	Kareci Holden-Ferikci	Dean Community and Adult Ed.	(818) 240-1000 x 5881	(818) 551-5284	<a href="mailto:kholder@glendale.edu">kholder@glendale.edu</a>
South County GAIN Region V South East County GAIN Region VI South Special Dist. #07 Southwest Special Dist. #08 Cudahy Dist. #09 Compton Dist. #26 South Central Dist. # 27 South Family Dist. #31 Perris Dist. #82 Southwest Family Dist. #03	LONG BEACH CITY COLLEGE 1305 E. Pacific Coast Hwy Long Beach, CA 90808	Marty J. Alvarado	Int. Manager CaWORKs	(562) 588-8242	(562) 538-3117	<a href="mailto:m.alvarado@lbc.cc.edu">m.alvarado@lbc.cc.edu</a>
Central County GAIN Region IV Whittier Special Dist. #10 Metro North Dist. #38 Exposition Park Dist. #12 Metro Family Dist. # 13 Civic Center Dist. # 4 Metro Special Dist. # 70	L.A. CITY COLLEGE 855 N. Vermont Ave. Los Angeles, CA 90029	Erinda Ganiron	CaWORKs Director	(323) 953-1000 /7587	(323) 953-4101	<a href="mailto:erinda@lacitycollege.edu">erinda@lacitycollege.edu</a>
West County GAIN Region I South County GAIN Region V Southwest Family Dist. #83 Southwest Special Dist. #06	L. A. HARBOR COLLEGE 1111 N. Figueroa Pl. Wilmington, CA 90744	Theresa Lamas	Director, CaWORKs	(323) 233-4208	(310) 233-4245	<a href="mailto:lamast@larc.edu">lamast@larc.edu</a>
San Fernando Valley GAIN Region II - Chatsworth East San Fernando Valley GAIN Region VII - Burbank East Valley Dist. #11 San Fernando Branch #52 West Valley Dist. # 82	L.A. MISSION COLLEGE 13366 E. Mirada Ave. Sylmar, CA 91342	Angela Aghajanian	Program Director	(818) 394-7159	(818) 394-7850	<a href="mailto:Angela.E.Aghajanian@lacc.edu">Angela.E.Aghajanian@lacc.edu</a>
San Fernando Valley GAIN Region II - Chatsworth East Valley Dist. #11 San Fernando Branch #52 West Valley Dist. # 82	L.A. PIERCE COLLEGE 8201 Winnetka Ave. PMB143 Woodland Hills, CA 91371	Abbey Klein	Director, GAIN/CaWORKs	(818) 710-4210	(818) 992-5728	<a href="mailto:kleins@lancecollege.edu">kleins@lancecollege.edu</a>

11/22/2008

DPSS LOCATIONS	COLLEGE / AGENCY	CONTACT	TITLE	PHONE	FAX	E-MAIL ADDRESS
West County GAIN Region I Exposition Park Dist. #12 Metro Family Dist. #13 Rancho Park Dist. #60 Metro Special Dist. #70 West Los Angeles Dist. #09 Southwest Family Dist. #83	L.A. SOUTHWEST COLLEGE 1600 W. Imperial Hwy. Los Angeles, CA 90047	Phyllis Norwood	Director, CalWORKs	(323) 241-6477 / 6478	(323) 241-6498	<a href="mailto:norwood@laswcc.edu">norwood@laswcc.edu</a>
West County GAIN Region I Exposition Park Dist. #12 Metro Family Dist. #13 Rancho Park Dist. #60 Metro Special Dist. #70 West Los Angeles Dist. #09 Southwest Family Dist. #83 Central County GAIN Region V Whittier Special Dist. #10 Metro North Dist. #28 Exposition Park Dist. #12 Metro Family Dist. #13 Metro Special Dist. #70 Civic Center Dist. #14	L.A. TRADE TECH COLLEGE 400 W. Washington Blvd. Los Angeles, CA 90015	Uinda Cole	Coordinator, CalWORKs	(213) 763-7109	(213) 763-5323	<a href="mailto:ucole@latc.edu">ucole@latc.edu</a>
San Fernando Valley GAIN Region II - Chatsworth East San Fernando Valley GAIN Region VII - Burbank East Valley Dist. #11 San Fernando Branch #52 West Valley Dist. #52	L.A. VALLEY COLLEGE 6800 Fulton Ave. Valley Glen, CA 91401	Lynne Bruner	Director, GAIN/CalWORKs	(818) 947-2974	(818) 947-2975	<a href="mailto:lbunker@lvc.edu">lbunker@lvc.edu</a>
San Gabriel Valley GAIN Region III Pomona Dist. #38 El Monte Dist. #04 San Gabriel Valley Dist. #20	Mt. SAN ANTONIO 1100 N. Grand Ave. Walnut, CA 91784	Carolyn Keys	Dean, Student Services	(909) 884-5811x4245		<a href="mailto:ckeys@mtsac.edu">ckeys@mtsac.edu</a>
San Gabriel Valley GAIN Region III Glendale Dist. #02 Pasadena Dist. #03 El Monte Dist. #04 San Gabriel Valley Dist. #20	PASADENA CITY COLLEGE 1570 E. Colorado Blvd. Pasadena, CA 91106	Lana Fields	Coordinator, CalWORKs	(626) 505-7060	(626) 505-7064	<a href="mailto:lfields@pasadena.edu">lfields@pasadena.edu</a>

11/22/2006

DPSS LOCATIONS	COLLEGE / AGENCY	CONTACT	TITLE	PHONE	FAX	E-MAIL ADDRESS
San Gabriel Valley GAIN Region II: El Monte Dist. #04	RIO HONDO COLLEGE 3600 Workman MHI Rd. Whittier, CA 90601	Dan Rubalcava	Dean, Student Services	(562) 692-0927 x 3488	(562) 483-4822	drubalcava@rioehondo.edu
San Gabriel Valley Dist. #20						
West County GAIN Region I	SANTA MONICA COLLEGE 1910 Pico Blvd. Santa Monica, CA 90405	Brenda Benson	Associate Dean			Benson_Brenda@smc.cc.ca
Central County GAIN Region IV						
Rancho Park Dist. #90						
Southwest Family Dist. #83						
West Los Angeles Dist. #08	WEST L.A. COLLEGE 9000 Overland Ave. Culver City, CA 90230	Dr. Judith Ann Friedman	Director, Work Force Dev.	(310) 287-4583	(310) 287-4358	Friedman@wla.edu
West County GAIN Region I						
Central County GAIN Region IV						
Exposition Park Dist. #12						
Metro Family Dist. # 13						
Rancho Park Dist. #90						
Southwest Family Dist. #83						
West Los Angeles Dist. #09						
San Gabriel Valley GAIN Region III	Cal Poly Pomona 3801 W. Temple Ave. Pomona, CA 91768	Patricia Davis	CalWORKS/ Gain Advisor	(909) 869-3205	(909) 869-4962	pidavis@calpolypomona.edu
Pomona Dist. #36						
El Monte Dist. #04						
San Gabriel Valley Dist. #20	LACCD	Diane McBride Laureano Flores	sen. Workforce Development CalWORKS Director	(213) 891-2439 (213) 891-2068	(213) 891-2149 (213) 891-2148	mcbride@smail.laccd.edu lflores@laccd.edu



County of Los Angeles  
Department of Public Social Services



Bryce Yokomizo  
Director

## GENERAL RELIEF FACT SHEET

### DESCRIPTION

General Relief (GR) assists needy adults who are ineligible for State or federal assistance. An average GR case consists of one person, living alone, with no income or resources. The maximum monthly GR grant is \$221.

### ELIGIBILITY REQUIREMENTS

To be eligible for GR, an individual must be a resident of Los Angeles County and his/her:

- Monthly net income is lower than the maximum GR grant of \$221 for one person.
- Personal property has a combined value of \$500 or less per adult.
- Motor vehicle is valued at \$4,500 or less. Only one motor vehicle may be retained.
- Cash on hand or in a bank account is valued at \$50 or less at application, or \$1,500 or less after approval.
- Real Property (home) has a market value of \$34,000 or less and signs a lien, allowing the County to recover GR payments received under certain circumstances.

### SUBSTANCE ABUSE PRE-SCREENING REQUIREMENT

Individuals are pre-screened at application for potential substance abuse. If determined to have a substance abuse problem, individuals must attend a County-approved treatment program as a condition of eligibility for GR.

### SERVICES AVAILABLE:

#### Emergency Aid

If eligible to GR, the following aid may be available while GR is pending:

- Aid to Prevent Eviction
- Aid to Prevent Utility Shut-off or to Restore Utilities
- Aid to First Paycheck
- Meal and Housing Vouchers
- Transportation to seek jobs/keep medical appointments, etc.
- Expedited Food Stamps. Approximately 90% of GR participants also receive Food Stamp benefits.

#### Ineligibles

An individual is ineligible to GR if he or she:

- Was convicted of a drug felony after 12/31/97 and is an unaided member of a CalWORKS Assistance Unit.
- Is in violation of probation or parole.
- Is fleeing to avoid prosecution or custody/confinement after a felony conviction.

- 2 -

**SERVICES AVAILABLE:** (Continued)

**Special Needs**

Individuals may receive:

- A transportation allowance to look for work.
- A special/therapeutic diet allowance as verified by a doctor.
- An allowance for tools needed to begin a new job.

**Health Care**

County-approved GR Health Care providers offer a wide range of services, including primary care, specialty physician visits, prescriptions, and emergency services. Applicants pending approval of GR are referred to a County-administered clinic or hospital for health care services.

**Supplemental Security Income Assistance Program (SSIAP)**

Social Workers provide advocacy to help physically/mentally disabled individuals apply for SSI, obtain early SSI approval, and become self-sufficient. If approved for SSI, the maximum monthly grant is \$790 versus the monthly GR grant of \$221.

**GR CASELOAD TYPES**

The GR caseload includes the following employability status classifications:

**Employable (E)**

Individuals are designated employable through self-declaration or through an employability screening by contracted medical providers. Individuals determined to be employable are required to participate in the General Relief Opportunities for Work (GROW) program, designed to help them find employment. Employables may receive GR for nine months in any 12 month period, provided they continue to comply with GROW requirements.

**Unemployable (U)**

Individuals are designated unemployable through an employability screening by contracted medical providers. Time Limits: GR eligibility for unemployable individuals is not time limited, nor are they required to participate in GROW. Severely disabled individuals must apply for SSI and are referred to an SSI Advocate for assistance.

**Needs Special Assistance (NSA)**

Individuals with mental disabilities are designated as NSA. NSAs are given priority treatment in the district office and are exempt from most GR requirements. GR for NSAs is not time limited, nor are they required to participate in GROW. Evaluation of mental disability is conducted by Department of Mental Health (DMH) or Adult Protective Services (APS) staff, who are co-located in GR districts. Potentially SSI eligibles are referred to an SSI Advocate for assistance with their SSI application.

**Administratively Unemployable (AU)**

Individuals with circumstances that prevent them from seeking employment, other than physical or mental disabilities, may be designated AU. For example, an AU designation may be assigned because an individual provides full time care to an incapacitated family member, is pregnant, or is 65 years of age or older. GR eligibility is not time limited for AUs, nor are they required to participate in GROW.

(07/06)

## **GENERAL RELIEF**

**GLENDAL DISTRICT OFFICE – 02**  
4680 San Fernando Rd  
Glendale, CA 91204  
(818) 546-6100

**PASADENA DISTRICT OFFICE – 03**  
955 N. Lake Avenue  
Pasadena, CA 91104  
(626) 791-6556

**SOUTH SPECIAL DISTRICT OFFICE – 07**  
17600 "B" Santa Fe Avenue  
Rancho Dominguez, CA 90221  
(310) 761-2205

**SOUTHWEST SPECIAL DISTRICT OFFICE – 08**  
1819 W. 120th Street  
Los Angeles, CA 90047-5102  
Office Main Phone (323) 420-2833

**WILSHIRE SPECIAL DISTRICT OFFICE – 10**  
2415 W. Sixth Street  
Los Angeles, CA 90057  
(213) 738-4290

**CIVIC CENTER DISTRICT OFFICE – 14**  
813 E. Fourth Place  
Los Angeles, CA 90013  
(213) 974-4301

**METRO EAST DISTRICT OFFICE – 15**  
2855 E. Olympic Boulevard  
Los Angeles, CA 90023  
(323) 260-3718

**SAN GABRIEL VALLEY DISTRICT OFFICE – 20**  
3352 Aerojet Avenue  
El Monte, CA 91731  
(626) 569-3624

**SOUTH CENTRAL DISTRICT OFFICE – 27**  
10728 S. Central  
Los Angeles, CA 90059  
(323) 563-4403

**SAN FERNANDO BRANCH OFFICE – 32**  
12847 Arroyo Street  
Sylmar, CA 91342  
(818) 837-2140

**LANCASTER DISTRICT OFFICE - 34**  
349-B East Avenue K-6  
Lancaster, CA 93535  
(881) 723-4021

**POMONA DISTRICT OFFICE - 36**  
2040 W. Holt Avenue  
Pomona, CA 91768  
(909) 865-5210

**RANCHO PARK DISTRICT OFFICE - 60**  
11110 W. Pico Boulevard  
Los Angeles, CA 90084  
(310) 481-3115

**METRO SPECIAL DISTRICT OFFICE - 70**  
2707 S. Grand Avenue  
Los Angeles, CA 90007  
(213) 744-5611

## WELFARE-TO-WORK PLAN RIGHTS AND RESPONSIBILITIES

This is an overview of the rights and responsibilities of participants in Welfare-to-Work activities under the California Work Opportunity and Responsibility to Kids (CalWORKs) Program. Your Welfare-to-Work Plan tells how you and the county will work together so that you can get and keep a job. Your plan includes this form, the Activity Assignment, and the Welfare-to-Work Handbook. The Welfare-to-Work Handbook tells you about Welfare-to-Work activities, services, and rules. The Activity Assignment tells you the Welfare-to-Work activity that you will be participating in. The county must do certain things to help you while you are in Welfare-to-Work. The county must explain Welfare-to-Work to you and answer any questions.

PARTICIPANT NAME \_\_\_\_\_

CASE NAME \_\_\_\_\_

CASE NUMBER \_\_\_\_\_

I.D. NUMBER \_\_\_\_\_

The county must help you arrange and pay for child care, transportation, and work and training costs. If necessary, the county can make advance payments to you for these supportive services.

This plan and any changes to it will apply to you and the county as long as you participate in Welfare-to-Work. But, the county may have to change or stop all or part of this plan if: 1) there are changes in law or regulations; 2) the county cannot get or pay for services from the provider; or 3) you stop receiving cash aid under the CalWORKs program. The county will inform you of any changes in writing.

### YOUR RIGHTS

As a Welfare-to-Work participant, you have the following rights which will help you take part in Welfare-to-Work.

You have the right to the following:

#### Employment Services

- Receive direction and support from the county to help you improve your ability to get a job. This can possibly include on-the-job training and job skills training or education.
- Receive a referral to places that offer personal counseling, mental health, substance abuse, or domestic abuse services, at no cost to you, if you need them to help you participate.

#### Supportive Services

- Receive payment for child care, transportation, and work and training-related expenses if you need them to participate in or attend any Welfare-to-Work appointment or activity. These are called supportive services. If you need them, but do not get them, you may have good cause for not participating.
- Receive details of your supportive service arrangements in writing.
- Receive advance payment, if you need it to avoid using your own money, for approved supportive services.

#### Welfare-to-Work Plan

- Ask for a change or reassignment to another activity within 30 days from the beginning of your first training or education assignment under your initial Welfare-to-Work plan.
- Change your mind about the activities assigned in your Welfare-to-Work plan. If you change your mind, you must tell your Welfare-to-Work worker within three (3) working days after signing your Welfare-to-Work plan Activity Assignment form (WTW 2).
- Automatically get a neutral third party to assess your employment and or training needs if you disagree with the assessment of you and the county cannot agree on a plan to meet your assessed employment needs.
- Ask for a different provider if you object to the religious character of any provider to which you have been assigned.
- Not to participate in any religious activity offered by a service provider. Participation in such an activity is voluntary.

#### Resolve Problems with your Welfare-to-Work Plan

- Not participate if the services you and the county agree you need are not provided.
- Not participate if the county decides you have any other good reason.
- Explain the reason if you fail to do what Welfare-to-Work requires.
- Have a second chance to cooperate and participate in Welfare-to-Work through the compliance process.
- Ask for legal advice at anytime regarding your participation in Welfare-to-Work from your local legal aid or welfare rights office by calling ( ) \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_.

#### Employment Problems

- Leave a job or not accept a job if the county decides you have a good reason.

#### Complaints

- Protest any county action you do not agree with by filing a formal grievance with the county or asking for a State hearing by calling 1-800-952-5253, or for the hearing or speech impaired who use TDD, call 1-800-952-8349.

## YOUR RESPONSIBILITIES

As a Welfare-to-Work participant, you also have the following responsibilities to make sure Welfare-to-Work works for you. You must:

- Accept a job if you get an offer, unless you have a good reason not to.
- If working, keep the job and not lower your earnings.
- Sign activity assignments which tell how you and the county will work together while you participate.
- Participate as described in your Welfare-to-Work plan unless you have a good reason.
- Choose and arrange for supportive services. The county will help you.
- Sign up for subsidized child care if you will need it. The county will tell you how.
- Ask your Welfare-to-Work worker if you have any questions about Welfare-to-Work.
- Tell your Welfare-to-Work worker of changes that may affect your participation.
- Tell your Welfare-to-Work worker right away of changes in your need for supportive services. This includes changes in child care providers. If you do not tell the county in advance, the county may not be able to pay for the services that change.
- Pay Welfare-to-Work back for any supportive services payments you got, but you did not need or you were not eligible to get.
- Call or go to the county when they ask you to.
- Give proof of satisfactory progress in your assigned activity, if required by your county.
- Read (or have read or explained to you) the Welfare-to-Work Handbook and ask questions about any part of the handbook you do not understand.

## QUESTIONS?

The Welfare-to-Work Handbook gives you more information on your rights and responsibilities. If you have any questions, be sure to check the Welfare-to-Work Handbook or call your Welfare-to-Work worker at the number shown below.

## CERTIFICATION

I understand that the purpose of Welfare-to-Work is to help me prepare for work and find a job.

I have read (or had read or explained to me) and understand this Rights and Responsibilities form. I have received a Welfare-to-Work Handbook. I know that I have certain rights and responsibilities as a participant in Welfare-to-Work. I know that I must meet all my responsibilities as a Welfare-to-Work participant. If I fail to meet my responsibilities without good reason, I know that there are certain penalties and that my cash aid may be affected.

PARTICIPANT'S SIGNATURE:		DATE:
WELFARE-TO-WORK WORKER'S SIGNATURE:	PHONE:	DATE:



COUNTY OF LOS ANGELES  
SELF-INITIATED PROGRAM VERIFICATION

DEPARTMENT OF PUBLIC SOCIAL SERVICES

Address Reply To:	
GAIN Region/COUNCIL Office	
Participant Name:	Case Number:
Social Security Number:	Date:
Participant's CalWORKs time in an adult institution:	

Dear Educational/Training Provider:

The above-named CalWORKs participant states he/she is self-enrolled in an educational/training program at your facility. Please assist us in our evaluation of the program by providing the information requested in Section B. **Please complete Section B and return the form in the enclosed self-addressed envelope to the GAIN Regional Office listed above.**

If you have any questions regarding the completion of the form, please contact the GAIN Services Worker whose name and number is listed below:

GAIN Services Worker:	File #	Tel No:	Fax No:
-----------------------	--------	---------	---------

**SECTION A - Completed by Participant (Student)**

I hereby authorize the addressee to release to the County of Los Angeles the information requested by this form.

Participant's (Student's) Signature:	Date:
--------------------------------------	-------

**PROVIDER PROGRAM INFORMATION**

**SECTION B - Completed by Vocational Training/Educational Provider**

Student Names: \_\_\_\_\_ Educational/Training Provider Name: \_\_\_\_\_

A. Is enrolled in a Degree, Certificate, or Training program or a post-baccalaureate California teaching credential program at this facility? ☐ Yes ☐ No

B. Is making satisfactory progress in the program? ☐ Yes ☐ No

If you answered No to any of the above, Questions A or B, sign and date the form and return it to the office listed above.

If you answered Yes to all of the above, Questions A and B, complete the remainder of this form and return to the office listed above.

Degree/Certificate Program (current institution)	Program Registration Date	Program/Class Start Date	Expected Completion/Transfer Date (current institution)
--	---------------------------	--------------------------	---

Expected to Transfer Yes <input type="checkbox"/> No <input type="checkbox"/>	Expected Completion Date of Program (after transfer)	Ultimate Degree Program:
---	--	--------------------------

Indicate the student's weekly hours of participation for the following activities related to the program, and the combined participation hours of all the program activities.

Classroom	Lab	Internship	Work Study Weekly Hours	Combined Weekly Participation Time
_____	_____	_____	_____	_____

Person Completing Form:	Position:	Telephone/Fax No:	Date:
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GN 6005 (Rev. 10/05)

(Translation on reverse)

<b>REFUGEE EMPLOYMENT PROGRAM COMPONENT/ACTIVITY RESPONSIBILITY TABLE</b>		
<b>Services provided/offered by REP Contractor</b>	<b>Services provided by other County approved Contractors</b>	<b>Services that may be provided by the REP Contractor or another Contractor</b>
REP Appraisal Post-Employment Services Post-Time Limited Services Family Appraisal Life Skills Employment Retention Services Outreach Services Mentoring	REP Orientation Job Club/Job Search Vocational Assessment Learning Disability Screening Self-Initiated Program Remediation LEP WEX Vocational/Education Training Job Search Services Refugee Family Support Services Flex Job Services Transitional Subsidized Employment Post-Employment Career Assessment Clinical Assessment Professional Development Evaluation of Records Social Adjustment Services Citizen and Naturalization Services	VESL (if the institution is accredited) LEP (if the institution is accredited)

**ATTACHMENT B**

**CONTRACTOR'S BUDGET**

**REQUIRED BUDGET FORM**

**(The form will be provided electronically)**

**REQUIRED BUDGET NARRATIVE FORM**

**(The form will be provided electronically)**

**REQUIRED EMPLOYEE WORKSHEET AND PERSONNEL SCHEDULE**

**(The form will be provided electronically)**

**ATTACHMENT C**

**CERTIFICATION OF NO CONFLICT OF INTEREST**

***CERTIFICATION OF NO CONFLICT OF INTEREST***

The Los Angeles County Code, Section 2.180.010, provides as follows:

**CONTRACTS PROHIBITED**

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such Contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in Paragraph Number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Paragraph Number 1, and who:
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the Contract; or
  - b. Participated in any way in developing the Contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in Paragraph Number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

---

Contractor Name

---

Contractor Official Title

---

Official's Signature



**ATTACHMENT D**

**FAMILIARITY OF COUNTY LOBBYIST ORDINANCE  
CERTIFICATION**

**FAMILIARITY OF COUNTY LOBBYIST ORDINANCE CERTIFICATION**

The CONTRACTOR certifies that: (1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160; (2) all persons acting on behalf of the CONTRACTOR organization have and will comply with it during the proposal process; and CONTRACTOR is not on the County's Executive Office's List of Terminated Registered Lobbyists .

Signature\_\_\_\_\_ Date\_\_\_\_\_

**ATTACHMENT E**

**CONTRACTOR'S EEO CERTIFICATION**

**EEO CERTIFICATION**

Contractor's Name \_\_\_\_\_

Address \_\_\_\_\_

Internal Revenue Service Employer Identification Number \_\_\_\_\_

**GENERAL**

In accordance with *Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1975, the Food Stamp Act of 1977, the Welfare and Institutions Code Section 10000, California Department of Social Services Manual of Policies and Procedures Division 21, the Americans with Disabilities Act of 1990, and Section 4.32.10 of the Los Angeles County Code*, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CERTIFICATION**

- |    |  | <b>(circle one)</b> |    |
|----|--|---------------------|----|
| 1. | Contractor has a written policy statement prohibiting discrimination in all phases of employment.  | Yes                 | No |
| 2. | Contractor periodically conducts a self-analysis or utilization analysis of its work force.  | Yes                 | No |
| 3. | Contractor has a system for determining if its employment practices are discriminatory against protected groups.   | Yes                 | No |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action to include establishment of goals or timetables. | Yes                 | No |

\_\_\_\_\_  
Name and Title of Authorized Signer\_\_\_\_\_  
Signature\_\_\_\_\_  
Date

**ATTACHMENT F**

**CONTRACTOR'S**

**NON-DISCRIMINATION IN SERVICES CERTIFICATION**

**NON-DISCRIMINATION IN SERVICES CERTIFICATION**

Contractor's Name \_\_\_\_\_

Address \_\_\_\_\_

Internal Revenue Service Employer Identification Number \_\_\_\_\_

**GENERAL**

In accordance with Subchapter VI and VII of the *Civil Rights Act of 1964*, *Section 504* of the *Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, and the *Americans with Disabilities Act of 1990*, the Contractor, supplier, or vendor certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CERTIFICATION****(circle one)**

- |  |           |
|--|-----------|
| 1. The Contractor has a written policy statement prohibiting discrimination in providing services and benefits.  | Yes    No |
| 2. The Contractor periodically monitors the equal provision of services to ensure nondiscrimination.   | Yes    No |
| 3. Where problem areas are identified in equal provisions of services and benefits, the bidder/offeror has a system for taking reasonable corrective action within a specified length of time. | Yes    No |

\_\_\_\_\_  
Name and Title of Authorized Signer\_\_\_\_\_  
Signature\_\_\_\_\_  
Date

**ATTACHMENT G**

**CONTRACTOR/VENDOR ASSURANCE OF  
COMPLIANCE  
OF CIVIL RIGHTS RESOLUTION AGREEMENT  
WITH THE LOS ANGELES COUNTY  
DEPARTMENT OF PUBLIC SOCIAL SERVICES**

**CONTRACTOR/VENDOR ASSURANCE OF COMPLIANCE  
OF CIVIL RIGHTS RESOLUTION AGREEMENT  
WITH THE LOS ANGELES COUNTY  
DEPARTMENT OF PUBLIC SOCIAL SERVICES**

We, "Company" agree to comply with the Civil Rights Resolution Agreement the County of Los Angeles, Department of Public Social Services (DPSS), has entered into with the Office for Civil Rights, Department of Health and Human Services Region IX. We, "Company", also agree to comply with the following Civil Rights provisions: Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended; Age Discrimination Act of 1975; Food Stamp Act of 1977; American with Disabilities Act of 1990; Government Code Section 11135; California Code of Regulations, Title 22, Section 98000-98413; California Department of Social Services Manual of Policies and Procedures, Division 21; and other applicable Federal and State laws, rules, and regulations to ensure that employment practices and the delivery of social service programs are non-discriminatory.

As a Contractor with DPSS, "Company", agrees to comply with the provisions set forth in the Resolution Agreement aforementioned. Further, "Company", agrees to comply with the requirements of the Resolution Agreement and "Company" understands that it is necessary to ensure their respective public contact staff receive the DPSS provided Civil Rights training, ensure participants receive notices in their primary language, provide interpreters as needed, and comply with all other requirements of the Resolution Agreement.

By signing this form we, "Company", agree to the aforementioned.

---

Director's Signature (Contractor)

---

Date

---

Contractor's Address



**ATTACHMENT H**

**ATTESTATION OF WILLINGNESS TO CONSIDER  
GAIN/GROW PARTICIPANTS**

### ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for Contract award, Contractor shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Contractor shall attest to a willingness to provide employed GAIN/GROW participants access to the Contractor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

**Contractors unable to meet this requirement shall not be considered for Contract award.**

Contractor shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

- A. Contractor has a proven record of hiring GAIN/GROW participants and will continue to consider GAIN/GROW participants for any future employment openings.

\_\_\_\_\_ YES      \_\_\_\_\_ NO (subject to verification by County)

- B. Contractor is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Contractor is willing to interview qualified GAIN/GROW participants.

\_\_\_\_\_ YES      \_\_\_\_\_ NO

- C. Contractor is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

\_\_\_\_\_ YES      \_\_\_\_\_ NO      \_\_\_\_\_ N/A (Program not available)

Contractor Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Tel.#: \_\_\_\_\_ Fax #: \_\_\_\_\_

**ATTACHMENT I**

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT  
AND CONFIDENTIALITY AGREEMENT**

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a Contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent Contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare participant records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

***Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.***

**Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare participant records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.**

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

Your employer referenced above has entered into a Contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare participant records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

***I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.***

**I agree to keep confidential all health, criminal, and welfare participant records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced Contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.**

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

**The Contractor referenced above has entered into a Contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.**

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced Contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Contract.

**I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.**

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Contract.

**CONFIDENTIALITY AGREEMENT:**

**I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare participant records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.**

**I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.**

**I agree to keep confidential all health, criminal, and welfare participant records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced Contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.**

**I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this Contract or termination of my services hereunder, whichever occurs first.**

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

**ATTACHMENT J**

**COUNTY OF LOS ANGELES  
CONTRACTOR EMPLOYEE JURY SERVICE  
PROGRAM CERTIFICATION FORM AND  
APPLICATION FOR EXCEPTION**

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

This Contract is subject to the County of Los Angeles Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203. All Contractors, whether a Contractor or Subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Contractor is excepted from the Program.

Company Name:	
Company Address:	
City: Zip Code:	State:
Telephone Number:	
Solicitation For _____ Services:	

***If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I. (Attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below:***

**Part I: Jury Service Program is Not Applicable to My Business**

My business does not meet the definition of "Contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or subcontracts (this exception is not available if the Contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this Contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the Contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR Part II: Certification of Compliance**

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the Contract.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name:	Title:
Signature:	Date:



**ATTACHMENT K**

**CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION  
- LOWER TIERED  
COVERED TRANSACTION  
(45 C.F.R. PART 76)**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIERED  
COVERED TRANSACTION (45 C.F.R. PART 76)**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility, and  
Voluntary Exclusion - Lower Tiered Covered Transaction (45 C.F.R. Part 76)

1. This certification is material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Contractor shall provide immediate written notice to the person to whom this proposal is submitted if at any time Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tiered covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntary excluded,” as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. Contractor agrees by submitting this contract document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntary excluded from participation in this covered transaction, unless authorized by the department agency with which this transaction originated.
5. Contractor further agrees by submitting this contract document that it will include the provision entitled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction (45 C.F.R. Part 76),” as set forth in the text of the Contract, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Contractor acknowledges that a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntary excluded from covered transaction, unless it knows that the certification is erroneous.

Contractor acknowledges that a participant may decide the methods and frequency by which it determines the eligibility of its principals. Contractor acknowledges that each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Expert for transactions authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
9. Where Contractor and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Contractor shall attach a written explanation to its proposal in lieu of submitting this Certification. Contractor's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Contractor and/or securing federally funded Contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the Contract which is being solicited by this Request for Proposals.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (45 C.F.R. Part 76)

Contractor hereby certifies that neither it nor any of its owners, officers, partners, directors, other principals or subcontractors is currently debarred, suspended, proposed for debarment, declared ineligible or excluded from securing federally funded Contracts by any Federal department or agency.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Print Name of Authorized Representative

**ATTACHMENT L**

**IRS NOTICE 1015 – EARNED INCOME CREDIT**



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2006)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

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#### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2006 are less than \$38,348 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2007.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at [www.irs.gov](http://www.irs.gov) or by calling 1-800-829-3676.

#### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2006 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

#### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2006 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2006 and owes no tax but is eligible for a credit of \$824, he or she must file a 2006 tax return to get the \$824 refund.

#### How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2007 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

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Notice **1015** (Rev. 12-2006)  
Cat. No. 205991

**ATTACHMENT M**

**THE CALIFORNIA'S  
SAFELY SURRENDERED BABY LAW**



**Los Angeles County**  
**Safely Surrendered Baby Hotline**

**(877)BABY SAFE**

**Toll Free (877) 222-9723**

- Call for Information on How to Safely Surrender a Newborn Infant Under the Safely Surrendered Baby Law
- Referrals Provided to Designated Safe Haven Sites
- Referrals Provided to Other Support Services
- **Guaranteed Confidentiality**
- **7 Days a Week**
- **24 Hours a Day**
- **English and Spanish and 140 Other Languages Spoken**



211 LA County (formerly INFO LINE of Los Angeles) has been in business since 1981.  
211 LA County is an AIRS accredited agency.

Calls from the media should be directed to Thelma Bell or Michele Yoder at (626) 350-1841.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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#### **What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

#### **How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

#### **What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

#### **Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

#### **Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

#### **Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

#### **What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

#### **What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

#### **Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

#### **A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in with a loving family while the adoption process was started.

**In Los Angeles County:  
1-877-BABY SAFE  
1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



Condado de Los Angeles

Línea Para  
Entrego  
Seguro de  
Bebes



**(877)BABY SAFE**

**Llame Gratis (877) 222-9723**

- Llámenos para recibir información sobre como entregar a su bebé no deseado bajo la ley de entrego seguro de bebes
- Damos referencias a lugares designados y seguros
- Damos referencias a otros servicios de apoyo
- Garantizamos confidencialidad
- 7 dias por semana
- 24 horas por día
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**ATTACHMENT N**

**CHARITABLE CONTRIBUTIONS  
CERTIFICATION**

**CHARITABLE CONTRIBUTIONS CERTIFICATION**


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 Company Name

---

 Address

---

 Internal Revenue Service Employer Identification Number

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 California Registry of Charitable Trusts "CT" Number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**CERTIFICATION****YES****NO**

Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Contractor engages in activities subjecting it to those laws during the term of a County Contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

( )

( )

**OR**

Contractor is registered with the California Registry of Charitable Trusts under CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, Sections 300-301 and Government Code Sections 12585-12586.

( )

( )

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 Signature

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 Date

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Name and Title (please type or print)

**ATTACHMENT O**

**ADMINISTRATION OF AGREEMENT-COUNTY**

## COUNTY'S ADMINISTRATION

**CONTRACT NUMBER:** CMD xxxx

### COUNTY CONTRACT MANAGEMENT DIVISION CHIEF

Name: Eileen Kelly  
 Title: County Contract Director  
 Address: 12900 Crossroads Parkway So.,  
 East Annex, 2<sup>nd</sup> floor  
 City of Industry, CA 91746  
 Telephone: 562-908-3001  
 Facsimile: 562-908-0590  
 E-Mail Address: eileenkelley@dpss.lacounty.gov

### COUNTY CONTRACT MANAGEMENT DIRECTOR

Name: Alfred Becerra  
 Title: County Contract Manager  
 Address: 12900 Crossroads Parkway So.,  
 East Annex, 2<sup>nd</sup> floor  
 City of Industry, CA 91746  
 Telephone: 562-908-3007  
 Facsimile: 562-908-0590  
 E-Mail Address: alfredbecerra@dpss.lacounty.gov

### COUNTY CONTRACT MONITOR

Name: To Be Announced  
 Title: County Contract Monitor  
 Address: 12900 Crossroads Parkway So.,  
 East Annex, 2<sup>nd</sup> floor  
 City of Industry, CA 91746  
 Telephone: To Be Announced  
 Facsimile: 562-908-0590  
 E-Mail Address: To Be Announced

### COUNTY SUPERVISING CONTRACT ADMINISTRATOR

Name: Liliam Perez  
 Title: County Contract Supervisor II  
 Address: 12900 Crossroads Parkway So.,  
 East Annex, 2<sup>nd</sup> floor  
 City of Industry, CA 91746  
 Telephone: 562-908-3010  
 Facsimile: 562-908-0590  
 E-Mail Address: liliamperez@dpss.lacounty.gov

### COUNTY CONTRACT ADMINISTRATOR

Name: Myhanh Duong  
 Title: County Contract Administrator  
 Address: 12900 Crossroads Parkway So.,  
 East Annex, 2<sup>nd</sup> floor  
 City of Industry, CA 91746  
 Telephone: 562-908-3033  
 Facsimile: 562-908-0590  
 E-Mail Address: myhanhduong@dpss.lacounty.gov

Name: To Be Announced  
 Title: County Contract Monitor  
 Address: 12900 Crossroads Parkway So.,  
 East Annex, 2<sup>nd</sup> floor  
 City of Industry, CA 91746  
 Telephone: To Be Announced  
 Facsimile: 562-908-0590  
 E-Mail Address: To Be Announced

**ATTACHMENT P**

**ADMINISTRATION OF AGREEMENT-CONTRACTOR**

## CONTRACTOR'S ADMINISTRATION

Name: \_\_\_\_\_

Contract Number: \_\_\_\_\_

### CONTRACT MANAGER

Name:

Title:

Address:

Telephone:

Facsimile:

E-Mail Address:

### CONTRACTOR'S AUTHORIZED OFFICIAL (S)

Name:

Title:

Address:

Telephone:

Facsimile:

E-Mail Address:

Name:

Title:

Address:

Telephone:

Facsimile:

E-Mail Address:

Notices to Contractor shall be sent to the following address:

Address:

Facsimile:

E-Mail Address:



**ATTACHMENT Q**

**CIVIL RIGHTS COMPLAINT  
CONTRACTOR FORM AND FLOWCHART**

## COMPLAINT OF DISCRIMINATORY TREATMENT

TO: DEPARTMENT OF PUBLIC SOCIAL SERVICES  
CIVIL RIGHTS & LANGUAGE SERVICES SECTION  
12860 CROSSROADS PARKWAY SOUTH  
CITY OF INDUSTRY, CALIFORNIA 91746

**CASE NAME:**

**CASE NUMBER:**

I, \_\_\_\_\_, hereby file this complaint of discriminatory treatment and  
(Please print your name) request that an investigation be conducted.

### I believe I was discriminated against because of my:

- |  |   |                                     |
|--|---|-------------------------------------|
| <input type="checkbox"/> RACE                  | <input type="checkbox"/> RELIGION       | <input type="checkbox"/> COLOR      |
| <input type="checkbox"/> NATIONAL ORIGIN       | <input type="checkbox"/> SEX            | <input type="checkbox"/> AGE        |
| <input type="checkbox"/> POLITICAL AFFILIATION | <input type="checkbox"/> MARITAL STATUS | <input type="checkbox"/> DISABILITY |
| <input type="checkbox"/> OTHER                 |   |                                     |

DATE OF OCCURRENCE: \_\_\_\_\_

NAME(S) AND TITLE(S) OF THE PERSON(S) WHO I BELIEVE DISCRIMINATED AGAINST ME:

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THE ACTION, DECISION OR CONDITION WHICH CAUSED ME TO FILE THIS COMPLAINT IS AS FOLLOWS:

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I WISH TO HAVE THE FOLLOWING CORRECTIVE ACTION TAKEN:

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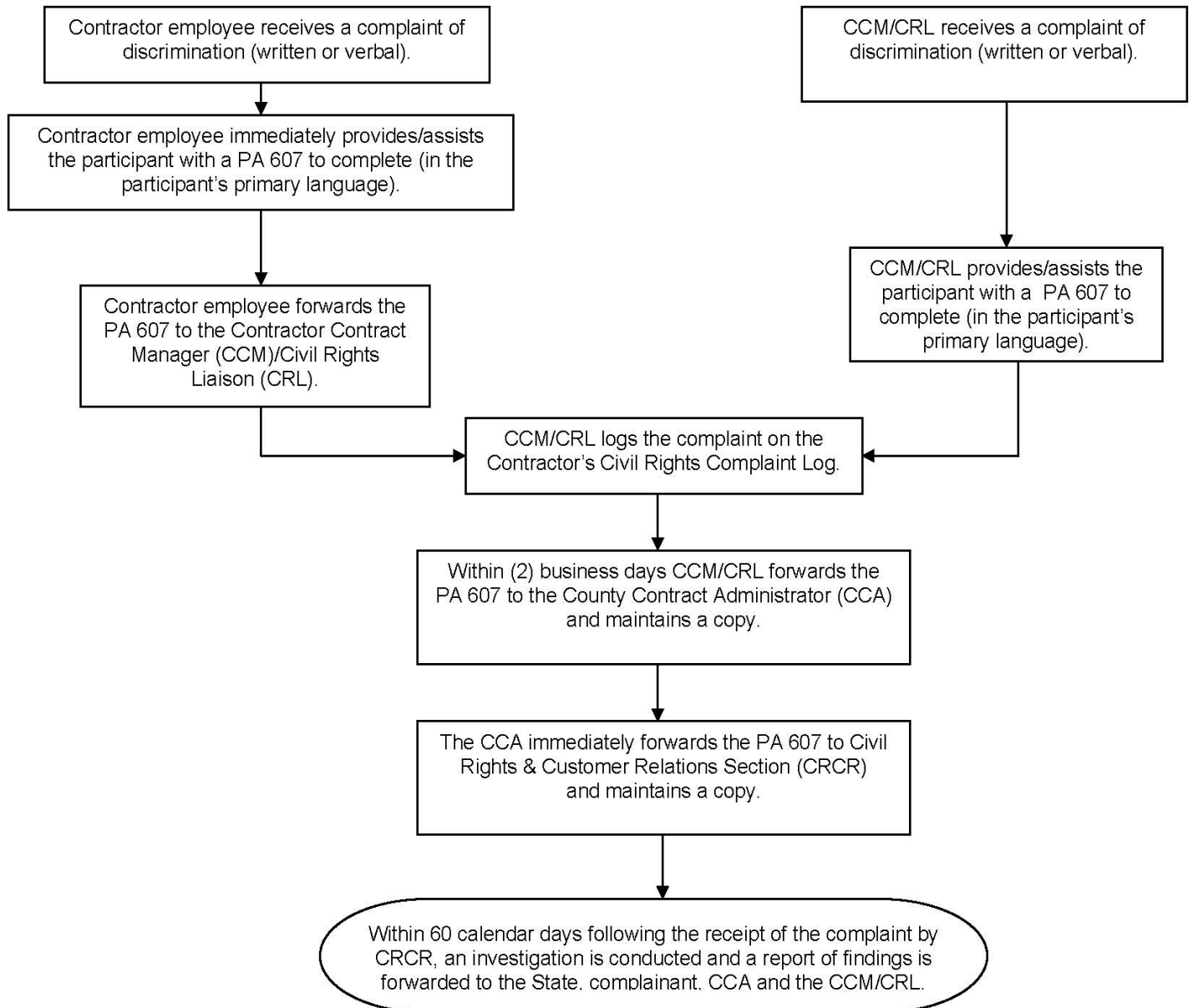
\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(DATE)

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

## CIVIL RIGHTS COMPLAINT FLOWCHART CONTRACTOR PROCESS



**ATTACHMENT R**

**SAMPLE  
CONTRACTOR MONTHLY INVOICE FORMAT**

**SAMPLE CONTRACTOR MONTHLY INVOICE FORMAT**  
**REFUGEE EMPLOYMENT PROGRAM (REP) CASE MANAGEMENT ONGOING SERVICES INVOICE**  
**SERVICE AREA\_\_\_\_\_**

I. Current Billing Month and Year:		Invoice Date:	
Contractor's Social Security or Taxpayer No.:		Contract No.:	
Contractor's Name:		Telephone No.:	
Contractor's Address:		Monthly Contracted Firm Fixed Fee Per Active Participant: \$ _____	
II. Payment requested for Service Month of: _____ Month/Year		\$ _____	
<b>III. REP participants served during the Service Month</b>			
A. Number of REP participants enrolled at the end of last month.	=		
B. Number of REP participants newly enrolled during the service month.	+		
C. Number of Incoming Interagency Transfers in the service month.	+		
D. Number of REP participants transferred to other Contractor in the service month.	-		
E. Number of REP participants exiting REP in the month immediately preceding the service month.	-		
F. Number of REP participants exempted at the end of the month immediately preceding the service month.	-		
G. Number of non-aided REP participants (not reflected in GEARS) served in the service month.	+		
H. Total number of REP participants served this month (A+B+C-D-E-F+G=H).	+		
I. Sub-total invoice amount (Fixed Fee X H = I).	=		
J. Other: Number of other participants served during the service month, not included on A to G above. For example, older refugees that received citizenship services only. (Please provide detailed info. in the MMR).	=		
K. Fixed fee \$ X J= \$			
<b>IV. Invoiced Amount Requested (I + K)</b>			
A. Performance Penalty Deduction (If applicable).	-		
B. Amount Requested For Payment:	=		
<b>V. PERCENTAGE(apply only to I)</b>			
A. Employment Services (ES)	_____ %	\$ _____	
B. English Language Training (ELT)	_____ %	\$ _____	
C. On-the-Job Training (OJT)	_____ %	\$ _____	
D. Skills Training	_____ %	\$ _____	
E. Case Management	_____ %	\$ _____	
F. Other (Please list)	_____ %	\$ _____	
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> CONTRACTOR'S AUTHORIZING SIGNATURE _____   COUNTY CONTRACT ADMINISTRATOR'S APPROVAL _____ </div> <div style="width: 45%;"> DATE SIGNED _____   DATE SIGNED _____ </div> </div>			

**REP CASE MANAGEMENT SERVICES**  
**BUDGET SHEET FOR REP SERVICE AREA # \_\_\_\_\_**

**TOTAL ANNUAL COST** ..... \$ \_\_\_\_\_

PERCENTAGE

Employment Services (ES)	\$ _____	_____ %
English Language Training (ELT)	\$ _____	_____ %
On-the-Job Training (OJT)	\$ _____	_____ %
Skills Training	\$ _____	_____ %
Case Management	\$ _____	_____ %
Other (Please list)	\$ _____	_____ %

.....  
**Employment Services (ES)**

- Employment services, including the development of a family self-sufficiency plan and an individual employment plan, world-of-work and job orientation, job clubs, job workshops, job development, referral to job opportunities, job search, and job placement and follow-up.
- Vocational and employment assessment services, including aptitude and skills testing.
- Translation and interpreter services, when necessary in connection with employment or participation in an employment service.
- Child care for children, when necessary for participation in an employment service or for the acceptance or retention of employment.
- Transportation, when necessary for participation in an employment service or for the acceptance or retention of employment.
- Regular and Flex Job Services.

**English Language Training (ELT)**

English language instruction, with an emphasis on English as it relates to obtaining and retaining a job.

- Vocational English-as-a-Second Language (VESL)
- Limited English Proficiency (LEP)

**On-the-Job Training (OJT)**

On-the job training, when such training is provided at the employment site and is expected to result in full-time, permanent, unsubsidized employment with the employer who is providing the training.

- Work Experience (WEX)
- Transitional Subsidized Employment

**Skills Training**

Skills recertification, when such training meets the criteria for appropriate training in Sec. 400.81(b) of this part.

- Self-Initiated Program
- Vocational/Educational Training
- Remediation
- Professional Development

**Case Management**

As defined in case management services means the determination of which service(s) to refer a refugee to, referral to such service(s), and tracking of the refugee's participation in such services(s).] of this part, for

refugees who are considered employable under and for participants of CalWORKs and GR who are considered employable, provided that such services are directed toward a refugee's attainment of employment as soon as possible after arrival in the United States.

- Appraisal
- Family Appraisal
- Coordinate and authorize supportive services
- Post-Employment Career Assessment
- Employment Retention Services
- Home Visit
- Sanction Action Plan

#### Other

- Information and referral services
- Orientation
- Learning Disabilities Diagnosis Screening/Evaluation (LD)
- Post-Employment Services (PES)
- Post-Time Limited Services (PTL)
- Life Skills Workshops
- Clinical Assessment
- Refugee Family Support Services
- Evaluation of Records
- Mentoring (Family)
- Compliance
- Outreach services, including activities designed to familiarize refugees with available services, to explain the purpose of these services, and facilitate access to these services.
- Social adjustment services, including: (Specialized Supportive Services)
  - (1) Emergency services, as follows: Assessment and short-term counseling to persons or families in a perceived crisis; referral to appropriate resources; and the making of arrangements for necessary services.
  - (2) Health-related services, as follows: Information; referral to appropriate resources; assistance in scheduling appointments and obtaining services; and counseling to individuals or families to help them understand and identify their physical and mental health needs and maintain or improve their physical and mental health.
  - (3) Home management services (Life Skills Workshops), as follows: Formal or informal instruction to individuals or families in management of household budgets, home maintenance, nutrition, housing standards, tenants' rights, and other consumer education services.
- Child care for children, when necessary for participation in a service other than an employment service.
- Transportation, when necessary for participation in a service other than an employment service.
- Translation and interpreter services, when necessary for a purpose other than in connection with employment or participation in an employment service.
- Any additional service, upon County/State submission of a request to ORR and approval of the request by the Director of ORR, aimed at strengthening and supporting the ability of a refugee individual, family, or refugee community to achieve and maintain economic self-sufficiency, family stability, or community integration which has been demonstrated as effective and is not available from any other funding source.
- Citizenship and naturalization preparation services, including English language training and civics instruction to prepare refugees for citizenship, application assistance for adjustment to legal permanent resident status and citizenship status, assistance to disabled refugees in obtaining disability waivers from English and civics requirements for naturalization, and the provision of interpreter services for the citizenship interview.
- Assistance in obtaining Employment Authorization Documents (EADs).

**ATTACHMENT S**

**SAMPLE  
CONTRACTOR MONTHLY MANAGEMENT REPORT**



**SAMPLE  
REFUGEE EMPLOYMENT PROGRAM SERVICES  
MONTHLY MANAGEMENT REPORT**

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Report Month/Year

- A narrative of any concerns and/or changes in staff, sites, session scheduling, participant scheduling (backlogs), recommendations for systems improvements, and/or other processes as necessary.
- A minimum of two participant success stories.
- Any other ad hoc statistical reports as requested by the County and by the due date established by the County.
- A discussion of the Contractor's degree of success in achieving desired Program Outcomes, and Performance Requirement Standards.
- A list of all trainings provided by the Contractor in the month.
- A list of all complaints received by the Contractor in the month, including the resolution on the complaint.
- A list of all Appeal Hearing decision received and their resolution.
- Additional information may be required at County discretion,

Completed by:

Name:	Title	Phone No:	Date:
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**ATTACHMENT T**

**CONTRACTOR'S CERTIFICATION OF OFFICE  
LOCATION**

**CONTRACTOR'S CERTIFICATION OF OFFICE LOCATION**

**SERVICE AREA** \_\_\_\_\_

**CONTRACTOR NAME:**

The service office(s) is/are located at:

Address 1:

Address 2:

Address 3:

By signing this certification form, this CONTRACTOR certifies that the office(s) listed above, are accessible within a travel time of one-hour (one way) via public transportation, to all participants served within Service Area\_\_\_\_\_. CONTRACTOR further certifies that the one-hour travel time was verified through the Metropolitan Transportation Authority.

Name of Firm: \_\_\_\_\_

Name and Title of Signer: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date